



AGENDA

City Council Meeting

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

Tuesday, September 8, 2020

Closed Session: 6:00 p.m. - Open Session: 7:00 p.m.

SPECIAL NOTICE REGARDING PUBLIC PARTICIPATION DUE TO COVID-19

Given the current Social Distance Guidelines issued by Federal, State, and Local Authorities, the City implemented changes to participate in Council meetings until notified otherwise. Please read Page 4 of this agenda packet for detailed information.

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting at the Civic Center, 130 S. Second St.

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 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: Diana Palmer

Council: Ray Barragan, John Chavez, Dennis Haworth

City staff and contract employees present at the meeting will be noted in the minutes.

CONSIDERATION OF APPROVAL OF AGENDA

Additions and/or Deletions:

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 **follow the policy outlined on page 4** of this agenda.

CLOSED SESSION – 6:00 PM

- 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Initiation of Litigation 54956.9 – Pursuant to Government Code Section 54956.9 Paragraph (4) Subdivision (d) (deciding whether to initiate litigation)**

Number of Cases: 1

OPEN SESSION – 7:00 PM**PLEDGE OF ALLEGIANCE:****INVOCATION:****CLOSED SESSION REPORT:****PRESENTATIONS/WORKSHOP - Section 1****1.1 Local School District Updates: Dr. Charles Martin, CESD Superintendent****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 **follow the policy on page 4 of this agenda**.

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.

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

Legislative, Collaborative Agency, Ad Hoc

2.2 STAFF VERBAL REPORTS**CONSENT CALENDAR – Section 3****3.1 Approval of the August 25, 2020 Joint City Council/Redevelopment Successor Agency Meeting Minutes (McClendon)****3.2 Review of August 2020 Monthly Check Register (Pruett)****PUBLIC HEARINGS – Section 4****DEFERRED BUSINESS – Section 5****NEW BUSINESS – Section 6**

- 6.1 Consideration and Adoption of a City Council Resolution Appointing Ray Barragan, John Chavez and Anita Simpson to the Office of Member of the City Council of the City of Chowchilla as if They had Been Elected Pursuant to Elections Code §10229 (McClendon)**
- 6.2 Consideration and Adoption of a City Council Resolution Authorizing the City Administrator or Designee to Execute an Agreement with Lexipol to Provide Training, Policies and Procedures for the Chowchilla Fire Department (Gaumnitz)**
- 6.3 Consideration and Adoption of a City Council Resolution Approving Amendments to the 2020/2021 Budget to Fund the Police Department Security Fencing Project (Pruett)**
- 6.4 General (Verbal) Update Regarding the State of Emergency and COVID-19; Direction and Action (Pruett)**

ANNOUNCEMENTS – Section 7

SEP 16 PLANNING COMMISSION MEETING VIA WEBEX, 7PM
SEP 22 CITY COUNCIL MEETING VIA WEBEX, 7PM

ADJOURNMENT

I, Joann McClendon, CMC, City Clerk, do hereby declare under penalty of perjury that the foregoing agenda was posted at Chowchilla City Hall, 130 S Second Street, Chowchilla, CA and made available for public review on this 4th day of September, 2020 at or before 4:00pm.

Joann McClendon, CMC, City Clerk

Members of the public are able to participate in City Council Meetings by joining the live webcast via Webex.

WebEx login instructions will be posted on the City's website on Tuesday, September 9, 2020

SPECIAL NOTICE REGARDING PUBLIC PARTICIPATION DUE TO COVID-19

Given the current Shelter-in-Place Order covering the State of California and the Social Distance Guidelines issued by Federal, State, and Local Authorities, the City is implementing the following changes to participate in Council meetings until notified otherwise. The Council chambers will NOT be open to the public. We are encouraging residents to participate virtually following the directions below. If you are sick, please do not attend the meeting. Any member of the City Council may participate from a remote location.

Options to participate / view / and listen to the meeting:

- **If you wish to speak to the Council on an item**, you should contact the City Clerk at (559) 665-8615 Ext. 102 no later than 5:00 p.m. the day of the meeting.
 - You will be asked to provide your name, phone number, and your email. You will be emailed instructions to log into WebEx to participate in the meeting. Staff highly recommends that participants log into WebEx at 5:30 p.m. the day of the meeting to perform an audio check and to make sure you have optimal internet connection.
 - All attendees will be placed on mute, and at the appropriate time for your comment your microphone will be unmuted.
 - You will be able to speak to the Council for up to three (3) minutes.
- **Members of the public are encouraged to submit written comments on any agenda item by submitting an email to the City Clerk, JMcClendon@CityofChowchilla.org, up to one (1) hour before the meeting (5:00 p.m.)**
 - Please submit a separate email for each item you are commenting on.
 - A copy of your written comment will be provided to the City Council noting the item number.

- **If you wish to have your written comment read into record:**
 - Please specify if you would like to have your written comment read into the record. Your comment will be read into the record during the public address portion when the item is heard. Any portion of your comment extending past three (3) minutes may not be read aloud due to time restrictions, but will be made part of the record of proceedings.
 - Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
 - If a written comment is received after 5:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 5:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.



MINUTES

Item 3.1

Joint City Council / ★ Redevelopment Successor Agency Meeting

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

Tuesday, August 25, 2020

Closed Session: 6:00 p.m. - Open Session: 7:00 p.m.

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CALL TO ORDER/ROLL CALL:

Mayor/Chair: Waseem Ahmed (7:24 p.m.)

Mayor Pro Tem/Vice Chair: Diana Palmer

Council/Board: Ray Barragan, John Chavez, Dennis Haworth (absent)

City staff and contract employees present: City Administrator Rod Pruett, City Attorney Mary Lerner, Police Chief David A. Riviere, Jr., Fire Chief Fred Gaumnitz, Community & Economic Development Director Mark Hamilton, Public Works Director Jason Rogers, City Clerk Joann McClendon

CONSIDERATION OF APPROVAL OF AGENDA

Additions and/or Deletions:

Motion by Council Member Barragan, Seconded by Council Member Chavez to Approve the Agenda as Presented. Motion passed by roll call vote with Mayor Ahmed and Council Member Haworth absent.

PUBLIC ADDRESS – CLOSED SESSION

No one spoke.

CLOSED SESSION – 6:00 PM

- ★ 1. **Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8**
Property: APN 002-250-053; 26.28-acre parcel located at Hwy. 99 and Chowchilla Boulevard
Agency Negotiators: City/Successor Agency Attorney, City Administrator
Negotiating Parties: Madera Industrial Development Partnership (Robert Sullivan and Steve Sagouspe), Greenhills Holdings, LLP (C.K. Kwan), and Amon World
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Government Code Section 54956.9 (d)(1)**
Name of Case: Citizens for Responsible Development v City of Chowchilla, Case No. MCV079873
- ★ 3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant Exposure to Litigation Pursuant to Government Code Section 54956.9 Paragraph (2) or (3) of Subdivision (d)**
Potential cases: 4
- ★ 4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Initiation of Litigation 54956.9 – Pursuant to Government Code Section 54956.9 Paragraph (4) Subdivision (d) (deciding whether to initiate litigation)**

Number of Cases: 2 cases

OPEN SESSION – 7:00 PM

PLEDGE OF ALLEGIANCE: Council Member Chavez

INVOCATION: Mayor Pro Tem Palmer

CLOSED SESSION REPORT: No reportable action; however, the Council will adjourn to Closed Session at the end of the meeting.

PRESENTATIONS/WORKSHOP - Section 1

1.1 First and Second Quarter Recycling Updates, Irma Capistran of Mid Valley Disposal

PUBLIC ADDRESS

No one spoke.

COUNCIL AND STAFF VERBAL REPORTS – Section 2

2.1 COUNCIL VERBAL REPORTS

Legislative, Collaborative Agency, Ad Hoc

None.

2.2 STAFF VERBAL REPORTS

City Administrator Pruett completed recruitment process for Fire Chief and selected Fred Gaumnitz. Concluded the Finance Director interview. Attended several Economic Development ad hoc meetings with positive results. The California High Speed Rail responded to stakeholder's comments on the EIR, EIS and NEPA and staff is reviewing. The City is still partnering with HSR and grant funding for the Fairmead Consolidation project. Met with Rancho Calera; met with staff regarding the PD fencing project; met with the County and CWD to have the reservoir open next summer.

Community & Economic Development Director Hamilton reported that his department has received 6 Temporary Use Permits to move restaurant seating outside; Michael Baker International is drafting two different Housing & Community Development applications. The August Planning Commission meeting was cancelled due to lack of quorum.

Public Works Director Rogers met with Caltrans and consultants regarding the roundabout project; staff is removing gang graffiti; well 10 is completely rehabbed, but positive tests for chloroform, staff has brought back online by superchlorination; attended a Measure T meeting; attended the Madera County Transportation Commission's State Route 99/233 Corridor Study public workshop.

Fire Chief Gaumnitz recommended that people and pets stay indoors as much as possible due to particulates caused by the surrounding wildfires.

CONSENT CALENDAR – Section 3

3.1 Approval of the July 28, 2020 Joint City Council/Redevelopment Successor Agency Meeting Minutes (McClendon)

- 3.2 Review of July 2020 Monthly Check Register (Pruett)**
- 3.3 Review of July 2020 Financial Report (Pruett)**
- 3.4 Consideration and Adoption of a City Council Resolution (66-20) Adopting the Updated City of Chowchilla Title VI Program for the Chowchilla Area Transit Express (CATX) Title VI Update (McClendon)**
- 3.5 Consideration and Adoption of a City Council Resolution (67-20) Reviewing the Continued Existence or Threatened Existence of a Local Emergency (COVID-19) and Proclaiming the Continuation of the Existence or Threatened Existence of a Local Emergency (COVID-19) (Lerner)**

Motion by Council Member Chavez, Seconded by Mayor Pro Tem Palmer to Approve the Consent Calendar as Presented. Motion passed by roll call vote with Council Member Haworth absent.

PUBLIC HEARINGS – Section 4

4.1. Consideration and Adoption of Two City Council Resolutions:

- a. Authorizing Application for, and Receipt of, Permanent Local Housing Allocation Program (PLHA) Funds; and,**
- b. Authorizing and Adopting the Local Government PLHA Reuse Account Plan and Certifying that the Public had Adequate Opportunity to Review and Comment on the Plan (Hamilton)**

Mayor Pro Tem Palmer opened the public hearing at 7:35 p.m.; no one spoke for or against the item.

Mayor Pro Tem Palmer closed the public hearing at 7:36 p.m.

Motion by Council Member Barragan, Seconded by Council Member Chavez to Approve Council Resolution #68-20, Authorizing Application for, and Receipt of, Permanent Local Housing Allocation Program (PLHA) Funds; and,

Motion by Council Member Barragan, Seconded by Council Member Chavez to Approve Council Resolution #69-20, Authorizing and Adopting the Local Government PLHA Reuse Account Plan and Certifying that the Public had Adequate Opportunity to Review and Comment on the Plan. Motion passed with Council Member Haworth absent.

DEFERRED BUSINESS – Section 5

NEW BUSINESS – Section 6

- 6.1 Consideration and Adoption of a City Council Resolution Approving an Industrial Incentives Program to Reduce the Startup Cost of Businesses Constructing New Facilities on Land Within the City that is Zoned I-L or I-H (Hamilton)**

Motion by Council Member Chavez, Seconded by Council Member Barragan to Approve Council Resolution #70-20, Approving an Industrial Incentives Program to Reduce the Startup Cost of Businesses Constructing New Facilities on Land Within the City that is Zoned I-L or I-H. Motion passed with Council Member Haworth absent.

6.2 General (Verbal) Update Regarding the State of Emergency and COVID-19; Direction and Action (Pruett)

ANNOUNCEMENTS – Section 7

SEP 7 LABOR DAY, CITY HOLIDAY
SEP 8 CITY COUNCIL MEETING VIA WEBEX, 7PM
SEP 16 PLANNING COMMISSION MEETING VIA WEBEX, 7PM

ADJOURNMENT

Motion by Mayor Pro Tem Palmer to Adjourn the August 25, 2020 City Council Meeting at 9:03 p.m. Motion passed with Council Member Haworth absent.

ATTEST:

APPROVED:

Joann McClendon, CMC, City Clerk

Mayor Pro Tem Diana Palmer

CITY OF CHOWCHILLA CALIFORNIA



Item 3.2

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REPORT TO THE CITY COUNCIL

Meeting of: September 8, 2020

AGENDA SECTION: Consent

SUBJECT: Information Regarding Monthly Invoice Payments

PREPARED BY: Rod Pruett, Finance Director

ATTACHMENTS: Check list report

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

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

BACKGROUND:

Presented this evening is a list of invoices paid in August 2020.

REASON FOR RECOMMENDATION:

Informational item only.

FISCAL IMPACT:

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

ALTERNATIVES:

Not applicable.

ACTIONS FOLLOWING APPROVAL:

None.

Report Criteria:
 Report type: Invoice detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/20	08/04/2020	59896	11944	Madera County Recorders Office	To Record Resolution #58-20 for LLMD	310-3625-0000-316	23.00
Total 59896:							23.00
08/20	08/06/2020	59897	13654	Skillsset Online Corporation	It Training	602-1715-0000-305	2,995.00
Total 59897:							2,995.00
08/20	08/06/2020	59898	13488	Administrative Solutions - Fresno	COBRA Administration July 2020	702-0100-0000-023	63.45
Total 59898:							63.45
08/20	08/06/2020	59899	11944	Madera County Recorders Office	To Release Lien #2019026810	100-1600-0000-849	20.00
Total 59899:							20.00
08/20	08/06/2020	59900	8031	Principal Financial Group	Dental Insurance for 8/1/20-8/31/20	702-0100-0000-023	5,865.12
Total 59900:							5,865.12
08/20	08/06/2020	59901	8161	Quad Knopf, Inc.	Togo's Site Plan Review	701-0200-0000-042	399.30
Total 59901:							399.30
08/20	08/06/2020	59902	10571	US BANK (CAL-CARD)	Supplies for IT	602-1715-0000-302	251.82
08/20	08/06/2020	59902	10571	US BANK (CAL-CARD)	Membership in ICC for J. Hicks	100-4705-0000-307	145.00
08/20	08/06/2020	59902	10571	US BANK (CAL-CARD)	Skype	602-1715-0000-310	508.51
08/20	08/06/2020	59902	10571	US BANK (CAL-CARD)	Supplies for COVID 19	325-3705-0000-300	266.47
Total 59902:							1,171.80
08/20	08/06/2020	59903	12016	Vision Service Plan - (CA)	Vision Service for August 2020	702-0100-0000-023	789.29
Total 59903:							789.29
08/20	08/06/2020	59904	13656	Amber Gilliam	Deposit Refund for 420 Monterey Ave	280-0200-0000-043	164.85

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 59904:							164.85
08/20	08/06/2020	59905	13657	John Locatelli	Deposit Refund 425 N First St	280-0200-0000-043	117.95
Total 59905:							117.95
08/20	08/06/2020	59906	196	AFLAC	Employee Contribution for July 2020	702-0100-0000-023	1,440.53
Total 59906:							1,440.53
08/20	08/06/2020	59907	12181	American Fidelity	Section 125 for August 2020	702-0100-0000-023	658.33
08/20	08/06/2020	59907	12181	American Fidelity	Insurance Premiums for July 2020	702-0100-0000-023	1,674.40
Total 59907:							2,332.73
08/20	08/06/2020	59908	421	AmeriPride Inc.	Service mats- WWTP	240-5705-0000-315	20.29
08/20	08/06/2020	59908	421	AmeriPride Inc.	Service mats- garage	601-3615-0000-315	27.74
08/20	08/06/2020	59908	421	AmeriPride Inc.	Uniform- T.Gaither	601-3615-0000-301	35.89
08/20	08/06/2020	59908	421	AmeriPride Inc.	service mats- City garage	601-3615-0000-315	27.41
Total 59908:							111.33
08/20	08/06/2020	59909	646	AT & T	Telephone Service for 06/24/20 - 07/23/20	602-1715-0000-310	1,187.03
Total 59909:							1,187.03
08/20	08/06/2020	59910	1281	BSK Associates	Weekly Water test for the Water Dept 5/26/20	280-7605-0000-350	224.00
08/20	08/06/2020	59910	1281	BSK Associates	Weekly Water tests for the WWTP 5/18/20	240-5705-0000-350	65.00
08/20	08/06/2020	59910	1281	BSK Associates	Weekly Water tests for the WWTP 6/15/20	240-5705-0000-350	65.00
08/20	08/06/2020	59910	1281	BSK Associates	Weekly Water test for the Water Dept 7/1/20	280-7605-0000-350	280.00
08/20	08/06/2020	59910	1281	BSK Associates	Weekly Water test for the WWTP 7/1/20	240-5705-0000-350	149.00
08/20	08/06/2020	59910	1281	BSK Associates	Weekly Water test for the Water Dept 7/13/20	280-7605-0000-350	84.00
08/20	08/06/2020	59910	1281	BSK Associates	Weekly Water test for the Water Dept 7/13/20	280-7605-0000-350	168.00
08/20	08/06/2020	59910	1281	BSK Associates	Weekly Water test for the WWTP 7/13/20	240-5705-0000-350	65.00
Total 59910:							1,100.00
08/20	08/06/2020	59911	1496	California Building Standards	Fees SB1473 Bldg Standards	100-4705-0000-820	94.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 59911:							94.50
08/20	08/06/2020	59912	13607	Chowchilla Auto Ag & Industrial	WWTP gear oil	240-5705-0000-317	88.98
Total 59912:							88.98
08/20	08/06/2020	59913	2131	Chowchilla Dolt Best	Anchor to install sign	100-6620-0000-301	2.06
08/20	08/06/2020	59913	2131	Chowchilla Dolt Best	Nuts and bolts for Parks dept	100-6620-0000-301	1.53
Total 59913:							3.59
08/20	08/06/2020	59914	2246	City National Bank	Lease #00-023 B Streets	915-9915-0000-403	148,595.20
Total 59914:							148,595.20
08/20	08/06/2020	59915	13328	Convenient Payments	Credit Card Transaction Fees for June 2020	280-7605-0000-300	62.50
08/20	08/06/2020	59915	13328	Convenient Payments	Credit Card Transaction Fee for July 2020	280-7605-0000-300	65.35
Total 59915:							127.85
08/20	08/06/2020	59916	3066	Department of Transportation	Signal Maint Apr 2020- Jun 2020	305-3620-0000-317	3,393.70
Total 59916:							3,393.70
08/20	08/06/2020	59917	3241	Division of State Architect	SB1186 for 4/1/20-6/30/20	100-4705-0000-871	11.60
Total 59917:							11.60
08/20	08/06/2020	59918	3676	Ewing Irrigation Products Inc.	Irrigation supplies for Parks Dept	100-6620-0000-317	120.89
Total 59918:							120.89
08/20	08/06/2020	59919	3711	Farmers Hardware	PVC - parks irrigation repair	100-6620-0000-317	14.34
08/20	08/06/2020	59919	3711	Farmers Hardware	Bibb hose- Booster station #2	280-7605-0000-301	10.86
08/20	08/06/2020	59919	3711	Farmers Hardware	supplies veh #168	305-3620-0000-301	13.24
Total 59919:							38.44

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/20	08/06/2020	59920	12446	Healthwise Services	Pharmaceutical and sharps services	100-1705-0000-336	339.00
Total 59920:							339.00
08/20	08/06/2020	59921	11488	JMP Office Technologies	Postage Supplies	100-1705-0000-300	78.83
Total 59921:							78.83
08/20	08/06/2020	59922	6191	Mace Pest Control	Corp yard pest control	280-7605-0000-315	95.00
Total 59922:							95.00
08/20	08/06/2020	59923	6246	Madera Co Auditor/Controller	4th QTR Highway Users Tax 19/20	301-3606-0000-851	7,368.04
Total 59923:							7,368.04
08/20	08/06/2020	59924	6271	Madera County Economic	Madera County Economic Development Commission FY 20/21	400-4810-0000-336	8,671.36
Total 59924:							8,671.36
08/20	08/06/2020	59925	6346	Madera Tribune	Public Hearing Notice # 3332 LLMD	100-6620-0000-336	337.50
08/20	08/06/2020	59925	6346	Madera Tribune	Public Notice # 3384	100-4705-0000-337	1,040.00
Total 59925:							1,377.50
08/20	08/06/2020	59926	12282	Mid Valley Disposal Inc.	Disposal Services for July 2020	100-1712-0000-800	102,865.56
Total 59926:							102,865.56
08/20	08/06/2020	59927	11445	MuniServices LLC	Sales Tax Reporting System	100-1600-0000-801	20,984.82
08/20	08/06/2020	59927	11445	MuniServices LLC	Sales Tax Reporting System	100-1600-0000-801	952.42
Total 59927:							21,937.24
08/20	08/06/2020	59928	7176	Myers Stevens & Toohey & Co Inc	PD Disability Insurance for August 2020	340-2610-0000-204	760.90
Total 59928:							760.90
08/20	08/06/2020	59929	11956	Occupational Health Centers of	Pre Employment Physical	340-2610-0000-306	197.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 59929:							197.50
08/20	08/06/2020	59930	7516	Office Depot, Inc.	Supplies for CATX	325-3705-0000-300	20.43
08/20	08/06/2020	59930	7516	Office Depot, Inc.	Supplies for PD	340-2610-0000-301	239.74
08/20	08/06/2020	59930	7516	Office Depot, Inc.	Supplies for PD	100-2610-0000-315	58.81
08/20	08/06/2020	59930	7516	Office Depot, Inc.	Supplies for PD	100-2610-0000-300	104.08
08/20	08/06/2020	59930	7516	Office Depot, Inc.	Supplies for Finance	100-1720-0000-300	179.69
08/20	08/06/2020	59930	7516	Office Depot, Inc.	Supplies for Finance	100-1720-0000-300	85.09
Total 59930:							687.84
08/20	08/06/2020	59931	11482	Price Paige & Company	Audit Services for year ending 6/30/20	956-9950-0000-302	.00 V
Total 59931:							.00
08/20	08/06/2020	59932	13427	Provident Agency, Inc.	Accident \$ Health Ins for Volunteer Firefighters	100-2705-0000-321	3,326.00
Total 59932:							3,326.00
08/20	08/06/2020	59933	13119	Reinard Brandley	Survey and Engineering design for repairs to the Taxiway and Apron	200-3805-0000-336	4,020.00
08/20	08/06/2020	59933	13119	Reinard Brandley	Engineering design-Rehab Runway 12-30 and airfield electrical (Tas	200-3805-0000-336	9,362.50
Total 59933:							13,382.50
08/20	08/06/2020	59934	6691	Rick Manuel Medeiros	Open PO for CATX Bus Maintenance	325-3705-0000-336	275.00
08/20	08/06/2020	59934	6691	Rick Manuel Medeiros	Open PO for CATX Bus Maintenance	325-3705-0000-336	275.00
08/20	08/06/2020	59934	6691	Rick Manuel Medeiros	Open PO for CATX Bus Maintenance	325-3705-0000-336	195.00
08/20	08/06/2020	59934	6691	Rick Manuel Medeiros	Open PO for CATX Bus Maintenance	325-3705-0000-336	275.00
Total 59934:							1,020.00
08/20	08/06/2020	59935	9376	Sparkletts	Civic Center water	100-1705-0000-315	29.91
08/20	08/06/2020	59935	9376	Sparkletts	Water for WWTP	240-5705-0000-315	62.06
08/20	08/06/2020	59935	9376	Sparkletts	Water for WWTP	240-5705-0000-315	37.90
Total 59935:							129.87
08/20	08/06/2020	59936	10116	Tesei Petroleum Inc.	Fuel Services for 07/10/20-07/20/20	602-1715-0000-320	1,984.21

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/20	08/06/2020	59936	10116	Tesei Petroleum Inc.	Fuel Services for 07/01/20-07/10/20	602-1715-0000-320	2,041.90
08/20	08/06/2020	59936	10116	Tesei Petroleum Inc.	Fuel Services for 07/20/20-07/31/20	602-1715-0000-320	2,698.32
Total 59936:							6,724.43
08/20	08/06/2020	59937	11537	Toshiba Financial Services	Copier Leases for 7/1-7/31/20	602-1715-0000-408	1,168.71
08/20	08/06/2020	59937	11537	Toshiba Financial Services	Copier Lease for 7/15/20-8/14/20	602-1715-0000-408	400.80
08/20	08/06/2020	59937	11537	Toshiba Financial Services	Copier Leases for 8/15-9/14/20	602-1715-0000-408	408.25
Total 59937:							1,977.76
08/20	08/06/2020	59938	12044	U.S. Bank (PARS)	Employee Contributions	702-0200-0000-040	256.00
Total 59938:							256.00
08/20	08/06/2020	59939	12992	U.S. Security Supply, Inc.	Keys for Building-Civic Center	100-1705-0000-315	82.53
Total 59939:							82.53
08/20	08/06/2020	59940	10566	US Bank	Trustee Fees	800-8850-0000-337	1,870.00
08/20	08/06/2020	59940	10566	US Bank	Trustee Fees	283-7605-0000-332	3,000.00
Total 59940:							4,870.00
08/20	08/06/2020	59941	11611	USPS Disbursing Officer	Postage Reads & Address Change	100-1705-0000-300	27.82
Total 59941:							27.82
08/20	08/06/2020	59942	10756	Verizon Wireless	Cellular phones for 5/24-6/23/20	325-3705-0000-310	120.03
08/20	08/06/2020	59942	10756	Verizon Wireless	Cellular Phones for 6/10-7/9/20	602-1715-0000-310	48.67
08/20	08/06/2020	59942	10756	Verizon Wireless	Cellular Phones for 6/10-7/9/20	601-3615-0000-310	681.84
08/20	08/06/2020	59942	10756	Verizon Wireless	Cellular Phones Services for 06/24/20-07/23/20	100-1610-0000-310	177.13
08/20	08/06/2020	59942	10756	Verizon Wireless	Cellular Phones Services for 06/24/20-07/23/20	325-3705-0000-310	120.03
Total 59942:							1,147.70
08/20	08/06/2020	59943	13549	Well Rehabilitation Services Inc.	Emergency Well repairs to Well #10	280-7605-0000-317	33,230.00
08/20	08/06/2020	59943	13549	Well Rehabilitation Services Inc.	Well #10 repairs- 3 breaks and video survey	280-7605-0000-317	12,300.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 59943:							45,530.00
08/20	08/06/2020	59944	13655	Zaks Enterprises, LLC	Security Services	100-2610-0000-306	357.75
Total 59944:							357.75
08/20	08/06/2020	59945	11381	Zoom Imaging Solutions, Inc.	Copy Lease for July 2020	602-1715-0000-408	71.91
Total 59945:							71.91
08/20	08/06/2020	59946	11482	Price Paige & Company	Audit Services for year ending 6/30/20	956-9950-0000-302	1,845.00
Total 59946:							1,845.00
08/20	08/18/2020	59947	13459	Robyn Quinlan	Payroll	702-0200-0000-043	152.15
Total 59947:							152.15
08/20	08/27/2020	59948	1111	Blue Shield of California	Health Insurance for September 2020	702-0100-0000-023	61,647.69
Total 59948:							61,647.69
08/20	08/27/2020	59949	2136	Chowchilla Employees Assn.	Employee Contribution	702-0200-0000-040	150.00
Total 59949:							150.00
08/20	08/27/2020	59950	12408	Chowchilla Mid-Management	Employee Contributions	702-0200-0000-040	200.00
Total 59950:							200.00
08/20	08/27/2020	59951	2166	Chowchilla Office	Employee Contributions	702-0200-0000-040	120.00
Total 59951:							120.00
08/20	08/27/2020	59952	2171	Chowchilla Peace Officers	Employee Contribution	702-0200-0000-040	989.00
Total 59952:							989.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/20	08/27/2020	59953	2511	Cook's Communication Corp	Upfitting for 2020 Police Ford Interceptor per council resolution 9/24/	340-2610-0000-640	21,928.17
Total 59953:							21,928.17
08/20	08/27/2020	59954	11944	Madera County Recorders Office	To Release Lien #2017025942	100-1600-0000-849	20.00
08/20	08/27/2020	59954	11944	Madera County Recorders Office	To Release Lien #2019001350	100-1600-0000-849	20.00
Total 59954:							40.00
08/20	08/27/2020	59955	8031	Principal Financial Group	Dental Insurance for September 2020	702-0100-0000-023	7,494.25
Total 59955:							7,494.25
08/20	08/27/2020	59956	8161	Quad Knopf, Inc.	SR99/233 Roundabout Project 6/14/20-7/11/20	353-7972-0000-336	1,467.40
Total 59956:							1,467.40
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	Rancho Calera (reimbursed)	701-0200-0000-042	71.50
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	Berenda Reservoir Boat Launch Project	512-6620-0000-535	143.00
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	Sewer System Master Plan	240-5705-0000-336	7,315.00
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	Engineering for Ave 24 1/2 shoulder paving project	581-3620-0000-540	143.00
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	SR99/233 Improvement Project	353-7972-0000-336	143.00
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	19/20 General Engineering- Prop 1 Stormwater	100-6620-0000-336	929.50
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	Engineering for the Humboldt Storm Drain Project	220-3650-0000-650	12,847.50
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	19/20 General Engineering	100-6620-0000-336	572.00
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	19/20 General Engineering- Encroachment permits	100-6620-0000-336	1,763.00
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	O'Reilly Auto parts (reimbursed)	701-0200-0000-042	227.75
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	Rancho Calera (reimbursed)	701-0200-0000-042	143.00
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	LLMD Assessment	100-6620-0000-336	572.00
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	Berenda Reservoir Boat Launch Project	512-6620-0000-535	214.50
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	Engineering for the Water system master plan	280-7605-0000-336	1,735.00
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	Sewer System Master Plan	240-5705-0000-336	11,379.50
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	SR99/233 Improvement Project	353-7972-0000-336	1,598.50
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	General Engineering- Prop 1 Stormwater	305-3620-0000-336	143.00
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	Engineering for the Humboldt Storm Drain Project	220-3650-0000-650	12,282.50
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	General Engineering- PD Site improvements	305-3620-0000-336	143.00
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	General Engineering 2020/2021	305-3620-0000-336	2,355.50
08/20	08/27/2020	59957	13090	Yamabe and Horn Engineering Inc.	General Engineering- Encroachment permits	305-3620-0000-336	539.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 59957:							55,261.25
08/20	08/27/2020	59958	13660	Chris Waller	Deposit Refund for 1513 Roosevelt Dr.	280-0200-0000-043	99.00
Total 59958:							99.00
08/20	08/27/2020	59959	13659	Henry and Sharon Happ	Deposit Refund for 1516 Roosevelt Dr.	280-0200-0000-043	102.61
Total 59959:							102.61
08/20	08/27/2020	59960	101	Acme Rotary Broom Service	Brooms for street sweeper	305-3620-0000-301	694.65
Total 59960:							694.65
08/20	08/27/2020	59961	196	AFLAC	Employee Contribution	702-0100-0000-023	1,440.53
Total 59961:							1,440.53
08/20	08/27/2020	59962	296	Alert-O-Lite Inc.	Blades for Street Dept	305-3620-0000-317	279.66
Total 59962:							279.66
08/20	08/27/2020	59963	421	AmeriPride Inc.	Service mats	305-3620-0000-315	116.29
08/20	08/27/2020	59963	421	AmeriPride Inc.	Service mats	305-3620-0000-315	137.46
08/20	08/27/2020	59963	421	AmeriPride Inc.	Uniforms- PW	305-3620-0000-301	115.29
08/20	08/27/2020	59963	421	AmeriPride Inc.	Service mats	305-3620-0000-315	137.39
08/20	08/27/2020	59963	421	AmeriPride Inc.	Service mats	305-3620-0000-315	108.22
08/20	08/27/2020	59963	421	AmeriPride Inc.	Service mats	305-3620-0000-315	137.29
08/20	08/27/2020	59963	421	AmeriPride Inc.	Service mats	305-3620-0000-315	108.12
08/20	08/27/2020	59963	421	AmeriPride Inc.	Service mats	601-3615-0000-315	35.89
08/20	08/27/2020	59963	421	AmeriPride Inc.	Service mats	305-3620-0000-315	131.33
08/20	08/27/2020	59963	421	AmeriPride Inc.	Service mats	601-3615-0000-315	27.41
08/20	08/27/2020	59963	421	AmeriPride Inc.	Service mats	305-3620-0000-315	102.16
Total 59963:							1,156.85
08/20	08/27/2020	59964	446	Anderson Pump Co	SJE Pump mater	240-5705-0000-301	101.01
08/20	08/27/2020	59964	446	Anderson Pump Co	Service call Well 1A- labor	280-7605-0000-317	105.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 59964:							206.01
08/20	08/27/2020	59965	646	AT & T	Telephone Service for 6/20/20-7/19/20	602-1715-0000-310	284.55
08/20	08/27/2020	59965	646	AT & T	Telephone Service for 7/20-8/19/20	602-1715-0000-310	284.55
08/20	08/27/2020	59965	646	AT & T	Telephone Service for 7/24/20-8/23/20	602-1715-0000-310	1,216.66
Total 59965:							1,785.76
08/20	08/27/2020	59966	13484	Badger Meter Inc.	New meter install- Days Inn	280-7605-0000-317	868.46
08/20	08/27/2020	59966	13484	Badger Meter Inc.	Beacon monthly service Apr 2020	280-7605-0000-317	70.32
08/20	08/27/2020	59966	13484	Badger Meter Inc.	Beacon monthly service July 2020	280-7605-0000-317	69.84
Total 59966:							1,008.62
08/20	08/27/2020	59967	12493	Baker Supplies and Repairs	Compression springs/parts mower 18	100-6620-0000-301	47.94
08/20	08/27/2020	59967	12493	Baker Supplies and Repairs	Cutting head attachment	305-3620-0000-301	380.63
Total 59967:							428.57
08/20	08/27/2020	59968	1281	BSK Associates	Weekly Water test for the Water Dept 6/3/20	280-7605-0000-350	224.00
08/20	08/27/2020	59968	1281	BSK Associates	Weekly Water test for the WWTP 7/6/20	240-5705-0000-350	65.00
08/20	08/27/2020	59968	1281	BSK Associates	Water test for the Water Dept 7/6/20	280-7605-0000-350	112.00
08/20	08/27/2020	59968	1281	BSK Associates	Weekly Water test for the Water Dept 7/7/20	280-7605-0000-350	168.00
08/20	08/27/2020	59968	1281	BSK Associates	Weekly Water test for the Water Dept 7/8/20	280-7605-0000-350	411.00
08/20	08/27/2020	59968	1281	BSK Associates	Weekly Water test for the Water Dept 7/20/20	280-7605-0000-350	168.00
08/20	08/27/2020	59968	1281	BSK Associates	Weekly Water test for the WWTP 7/20/20	240-5705-0000-350	65.00
08/20	08/27/2020	59968	1281	BSK Associates	Weekly Water test for the WWTP 7/27/20	240-5705-0000-350	65.00
08/20	08/27/2020	59968	1281	BSK Associates	Weekly Water test for the Water Dept 7/27/20	280-7605-0000-350	168.00
08/20	08/27/2020	59968	1281	BSK Associates	Weekly Water test for the Water Dept 8/5/20	280-7605-0000-350	84.00
08/20	08/27/2020	59968	1281	BSK Associates	Annual Well monitoring	280-7605-0000-350	1,022.50
08/20	08/27/2020	59968	1281	BSK Associates	Weekly Water test for the Water Dept 8/14/20	280-7605-0000-350	84.00
08/20	08/27/2020	59968	1281	BSK Associates	Weekly Water test for the Water Dept 8/3/20	280-7605-0000-350	168.00
08/20	08/27/2020	59968	1281	BSK Associates	Weekly Water test for the WWTP 8/3/20	240-5705-0000-350	149.00
Total 59968:							2,953.50
08/20	08/27/2020	59969	12948	Burton's Fire Inc.	Supplies for Fire	100-2705-0000-301	929.16
08/20	08/27/2020	59969	12948	Burton's Fire Inc.	Supplies for Fire	100-2705-0000-320	514.96

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 59969:							1,444.12
08/20	08/27/2020	59970	1566	California Peace Officer's	LSP membership for D. Riviere	100-2610-0000-307	500.00
Total 59970:							500.00
08/20	08/27/2020	59971	1776	Cascade Fire Equipment Company	Supplies for Fire Department	100-2705-0000-301	602.32
08/20	08/27/2020	59971	1776	Cascade Fire Equipment Company	Supplies for Fire Department	100-2705-0000-301	206.34
Total 59971:							808.66
08/20	08/27/2020	59972	13607	Chowchilla Auto Ag & Industrial	Batteries for Park equipment	100-6620-0000-301	164.91
08/20	08/27/2020	59972	13607	Chowchilla Auto Ag & Industrial	Battery for unit 63	280-7605-0000-320	169.81
08/20	08/27/2020	59972	13607	Chowchilla Auto Ag & Industrial	Trailer connector- Parks dept	100-6620-0000-301	11.95
Total 59972:							346.67
08/20	08/27/2020	59973	2131	Chowchilla Dolt Best	9v batteries for WWTP gate	240-5705-0000-301	17.39
08/20	08/27/2020	59973	2131	Chowchilla Dolt Best	Fittings for repairs Well 10	280-7605-0000-317	8.48
08/20	08/27/2020	59973	2131	Chowchilla Dolt Best	Screen for Well #10	280-7605-0000-317	8.15
08/20	08/27/2020	59973	2131	Chowchilla Dolt Best	Chain for Parks trailer	100-6620-0000-320	24.73
08/20	08/27/2020	59973	2131	Chowchilla Dolt Best	PVC for irrigation repair Veteran's Park	100-6620-0000-317	9.78
Total 59973:							68.53
08/20	08/27/2020	59974	11412	Chowchilla News	Chowchilla News aper for 20/21	100-1710-0000-300	42.42
Total 59974:							42.42
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 001-290-012	100-1705-0000-346	30.00
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 002-046-006	100-1705-0000-346	70.50
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 002-046-007	100-1705-0000-346	70.50
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 002-051-007	100-1705-0000-346	121.50
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 002-051-008	100-1705-0000-346	70.50
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 002-190-022	240-5705-0000-346	406.50
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APPN # 002-240-001	240-5705-0000-346	2,170.00
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 002-240-002	240-5705-0000-346	60.00
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 002-240-003	240-5705-0000-346	594.52

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 002-240-005	240-5705-0000-346	35.10
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 002-240-006	240-5705-0000-346	57.15
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 002-240-007	240-5705-0000-346	917.66
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 002-250-011	100-1705-0000-346	67.50
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 002-250-067	956-9950-0000-346	114.90
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 002-300-004	220-3650-0000-346	184.65
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 002-310-023	100-1705-0000-346	108.90
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 025-180-007	100-1712-0000-346	10,540.00
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 027-010-002	260-5605-0000-346	930.00
08/20	08/27/2020	59975	2211	Chowchilla Water District	2020-2021 Assessment for APN # 027-031-001	260-5605-0000-346	96.00
Total 59975:							16,645.88
08/20	08/27/2020	59976	13066	Coast to Coast	COVID Supplies for PD	100-2610-0000-301	506.46
Total 59976:							506.46
08/20	08/27/2020	59977	13288	Davey Resource Group Inc	Deveelopment of the Urban Forestry Master Plan	100-6620-0000-336	1,550.00
Total 59977:							1,550.00
08/20	08/27/2020	59978	13658	De Lange Landen Financial Services Inc.	Copier Lease for 20/21	602-1715-0000-408	1,491.41
Total 59978:							1,491.41
08/20	08/27/2020	59979	3676	Ewing Irrigation Products Inc.	Supplies for irrigation repair- Ed Ray park	100-6620-0000-317	81.62
Total 59979:							81.62
08/20	08/27/2020	59980	3711	Farmers Hardware	Supplies for PD	100-2610-0000-315	6.50
08/20	08/27/2020	59980	3711	Farmers Hardware	Gloves for Streets	305-3620-0000-301	13.03
08/20	08/27/2020	59980	3711	Farmers Hardware	Air relief valve- Well #10	280-7605-0000-317	65.62
08/20	08/27/2020	59980	3711	Farmers Hardware	Safety gloves- street Dept	305-3620-0000-301	45.64
08/20	08/27/2020	59980	3711	Farmers Hardware	PVC and supplies for water leak repair	280-7605-0000-317	38.94
08/20	08/27/2020	59980	3711	Farmers Hardware	Valves and sealant Well 10	280-7605-0000-317	114.14
Total 59980:							283.87
08/20	08/27/2020	59981	12212	Fastenal Company	Hard hat screen and headgear	100-6620-0000-301	76.57

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/20	08/27/2020	59981	12212	Fastenal Company	Safety glasses for Street Dept	305-3620-0000-301	3.02
Total 59981:							79.59
08/20	08/27/2020	59982	3736	Ferguson Enterprises, Inc.	Supplies for Water Dept	280-7605-0000-317	585.04
08/20	08/27/2020	59982	3736	Ferguson Enterprises, Inc.	Supplies for PW	280-7605-0000-317	862.89
08/20	08/27/2020	59982	3736	Ferguson Enterprises, Inc.	Supplies for Water repair	280-7605-0000-317	622.99
08/20	08/27/2020	59982	3736	Ferguson Enterprises, Inc.	Water Dept service install supplies	280-7605-0000-301	75.49
Total 59982:							2,146.41
08/20	08/27/2020	59983	3836	Fitness Peak	Employee Contribution	702-0200-0000-040	192.50
Total 59983:							192.50
08/20	08/27/2020	59984	3966	Franklin Pet Cemetery	Animal Disposal for July 2020	100-2610-0000-324	155.00
Total 59984:							155.00
08/20	08/27/2020	59985	4031	Fresno City College	Academy Training Registration for Aminsalehi and Grissom	100-2610-0000-305	1,682.00
Total 59985:							1,682.00
08/20	08/27/2020	59986	13089	Gideon Pest Control	Yearly Pest Control Services for the Animal Shelter	100-2610-0000-324	300.00
08/20	08/27/2020	59986	13089	Gideon Pest Control	Yearly Pest Control Service for PD	100-2610-0000-315	480.00
Total 59986:							780.00
08/20	08/27/2020	59987	13283	H & R Families Inc.	Car Wash Services	100-2610-0000-320	28.00
Total 59987:							28.00
08/20	08/27/2020	59988	12225	Home Depot Credit Services	Tools for Street Dept	305-3620-0000-301	380.20
08/20	08/27/2020	59988	12225	Home Depot Credit Services	Parts for sample bib Tank site #2	280-7605-0000-317	165.99
08/20	08/27/2020	59988	12225	Home Depot Credit Services	Duct tape and supplies for Parks Dept	100-6620-0000-301	168.73
08/20	08/27/2020	59988	12225	Home Depot Credit Services	Civic Center front counter sneeze guard- COVID 19	100-1705-0000-315	122.67
08/20	08/27/2020	59988	12225	Home Depot Credit Services	Shield guards for Admin	100-1705-0000-315	259.67
08/20	08/27/2020	59988	12225	Home Depot Credit Services	Tools and supplies Water dept	280-7605-0000-301	215.05
08/20	08/27/2020	59988	12225	Home Depot Credit Services	Concrete for stop sign post and barrier	305-3620-0000-301	156.27

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 59988:							1,468.58
08/20	08/27/2020	59989	5056	Hopkins Technical Products Inc.	Discharge valves	280-7605-0000-317	93.69
Total 59989:							93.69
08/20	08/27/2020	59990	5081	Hotsy Pacific Co	Electrostatic sprayer- COVID 19	305-3620-0000-301	1,195.16
Total 59990:							1,195.16
08/20	08/27/2020	59991	5431	Jim's A/C Inc.	A/c Services for PD	100-2610-0000-315	168.38
Total 59991:							168.38
08/20	08/27/2020	59992	13407	Law Dog K9	Monthly K9 vendor training August 2020 to July 2021	100-2610-0000-324	3,000.00
Total 59992:							3,000.00
08/20	08/27/2020	59993	6191	Mace Pest Control	Pest control- Ed Ray Park	100-6620-0000-315	80.00
08/20	08/27/2020	59993	6191	Mace Pest Control	Spray Well sites	280-7605-0000-315	200.00
Total 59993:							280.00
08/20	08/27/2020	59994	6346	Madera Tribune	Publice Hearing Notice # 3393	100-4705-0000-337	126.75
Total 59994:							126.75
08/20	08/27/2020	59995	12282	Mid Valley Disposal Inc.	Disposal Services for July 2020	260-5605-0000-350	331.01
Total 59995:							331.01
08/20	08/27/2020	59996	11445	MuniServices LLC	Sales Tax Reporting System	100-1600-0000-801	522.95
Total 59996:							522.95
08/20	08/27/2020	59997	7176	Myers Stevens & Toohey & Co Inc	PD Disability Insurance for September 2020	340-2610-0000-204	760.90

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 59997:							760.90
08/20	08/27/2020	59998	7516	Office Depot, Inc.	Supplies for PD	100-2610-0000-315	187.57
08/20	08/27/2020	59998	7516	Office Depot, Inc.	Supplies for Finance	100-1720-0000-300	102.44
08/20	08/27/2020	59998	7516	Office Depot, Inc.	Supplies for Finance	100-1720-0000-300	56.85
Total 59998:							346.86
08/20	08/27/2020	59999	12907	O'Reilly Auto Parts, LLC	Alternator veh#55	100-2610-0000-320	357.18
08/20	08/27/2020	59999	12907	O'Reilly Auto Parts, LLC	Wheel nuts and V-belt veh#55	100-2610-0000-320	91.96
08/20	08/27/2020	59999	12907	O'Reilly Auto Parts, LLC	Credit for returned item veh#55	100-2610-0000-320	43.50-
08/20	08/27/2020	59999	12907	O'Reilly Auto Parts, LLC	Disc pads veh#28	100-6620-0000-320	165.30
08/20	08/27/2020	59999	12907	O'Reilly Auto Parts, LLC	Brake rotor veh#28	100-6620-0000-320	78.42
08/20	08/27/2020	59999	12907	O'Reilly Auto Parts, LLC	Starter veh 164	305-3620-0000-320	189.02
08/20	08/27/2020	59999	12907	O'Reilly Auto Parts, LLC	Tie rod and tool veh 53	100-2610-0000-320	150.84
08/20	08/27/2020	59999	12907	O'Reilly Auto Parts, LLC	Tie rod	100-2610-0000-320	62.82
08/20	08/27/2020	59999	12907	O'Reilly Auto Parts, LLC	Credit for returned items	100-2610-0000-320	102.83-
08/20	08/27/2020	59999	12907	O'Reilly Auto Parts, LLC	Credit for returned items	305-3620-0000-320	82.65-
Total 59999:							866.56
08/20	08/27/2020	60000	13466	PacWest Direct	Utility Billing Mailing Services, Annual Water and Misc letters	280-7605-0000-306	1,312.67
08/20	08/27/2020	60000	13466	PacWest Direct	Utility Billing Mailing Services, Annual Water and Misc letters	280-7605-0000-306	3,296.80
08/20	08/27/2020	60000	13466	PacWest Direct	Utility Billing Mailing Services, Annual Water and Misc letters	280-7605-0000-306	322.29
Total 60000:							4,931.76
08/20	08/27/2020	60001	7966	Platt Electrical Supply	Supplies for PD	100-2610-0000-315	14.93
Total 60001:							14.93
08/20	08/27/2020	60002	13016	Polydyne Inc.	Polymer for WWTP	240-5705-0000-315	3,313.66
Total 60002:							3,313.66
08/20	08/27/2020	60003	11612	ProClean Supply	Janitorial supplies- Civic Center	100-1705-0000-315	283.04

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
Total 60003:							283.04
08/20	08/27/2020	60004	13539	Quadient Finance USA, Inc.	Postage for Meter	100-1705-0000-300	800.00
Total 60004:							800.00
08/20	08/27/2020	60005	12283	R & R Pool Service	Credit for June	310-3625-0000-316	21.60
Total 60005:							21.60
08/20	08/27/2020	60006	8241	Jeremy Rahn	Annual Fire Extinguisher Service	100-2705-0000-315	358.78
Total 60006:							358.78
08/20	08/27/2020	60007	8796	S & W Auto Parts Inc.	oil filter Com Dev truck	100-4705-0000-320	8.11
08/20	08/27/2020	60007	8796	S & W Auto Parts Inc.	WWTP oil gear boxes	240-5705-0000-317	79.92
08/20	08/27/2020	60007	8796	S & W Auto Parts Inc.	Dexviat veh #28	100-6620-0000-317	36.06
08/20	08/27/2020	60007	8796	S & W Auto Parts Inc.	Worklight	601-3615-0000-301	63.06
Total 60007:							187.15
08/20	08/27/2020	60008	13374	Sally Swanson Architects, Inc	Open PO for the Sidewalk uplift study & ADA conformance study	587-3620-0000-540	1,085.00
Total 60008:							1,085.00
08/20	08/27/2020	60009	1136	Silva Ford Madera	supplies to repair veh 35	100-2705-0000-320	54.23
Total 60009:							54.23
08/20	08/27/2020	60010	9376	Sparkletts	Water for Civic Center	100-1705-0000-315	37.96
Total 60010:							37.96
08/20	08/27/2020	60011	2046	Superior Pool Products	Water Dept/Chemicals (Chlorine)	280-7605-0000-346	961.23
08/20	08/27/2020	60011	2046	Superior Pool Products	Credit for Container Deposit	280-7605-0000-346	352.00-
08/20	08/27/2020	60011	2046	Superior Pool Products	Water Dept/Chemicals (Chlorine)	280-7605-0000-346	769.08
08/20	08/27/2020	60011	2046	Superior Pool Products	Water Dept/Chemicals (Chlorine)	280-7605-0000-346	811.38
08/20	08/27/2020	60011	2046	Superior Pool Products	Credit for Container Deposit	280-7605-0000-346	296.00-

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice GL Account	Check Amount
08/20	08/27/2020	60011	2046	Superior Pool Products	Water Dept/Chemicals (Chlorine)	280-7605-0000-346	811.38
08/20	08/27/2020	60011	2046	Superior Pool Products	Credit for Container Deposit	280-7605-0000-346	111.00-
Total 60011:							2,594.07
08/20	08/27/2020	60012	10131	TF Tire & Service	Parks Chev Colorado	100-6620-0000-320	128.43
Total 60012:							128.43
08/20	08/27/2020	60013	11632	Turner's Towing	Towing for unit #63	280-7605-0000-320	65.00
Total 60013:							65.00
08/20	08/27/2020	60014	12044	U.S. Bank (PARS)	Employee Contributions	702-0200-0000-040	367.91
Total 60014:							367.91
08/20	08/27/2020	60015	8366	University of California	CA Municipal Law Handbook 2020	100-1610-0000-337	474.96
Total 60015:							474.96
08/20	08/27/2020	60016	10581	USA Bluebook	Credit for returned item	280-7605-0000-317	216.41-
08/20	08/27/2020	60016	10581	USA Bluebook	Cleanser squeeze bottles	280-7605-0000-301	78.39
08/20	08/27/2020	60016	10581	USA Bluebook	Well #1A- repair and replace water/chlorine system	280-7605-0000-317	1,976.56
08/20	08/27/2020	60016	10581	USA Bluebook	Well #1A- repair and replace water/chlorine system	280-7605-0000-317	398.62
Total 60016:							2,237.16
Grand Totals:							609,939.46



Item 6.1

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THE AGENDA](#)

REPORT TO THE CITY COUNCIL

Meeting of: September 8, 2020

AGENDA SECTION: New Business

SUBJECT: Consideration Adoption of a City Council Resolution Appointing Ray Barragan, John Chavez and Anita Simpson to the Office of Member of the City Council of the City of Chowchilla as if They had Been Elected Pursuant to Elections Code §10229(a)

PREPARED BY: Joann McClendon, City Clerk

ATTACHMENTS: Resolution, Certificate of City Elections Officer

REVIEWED BY
ADMINISTRATOR

REVIEWED BY
ATTORNEY

REVIEWED BY
FINANCE

RECOMMENDATION:

That the City Council adopts a resolution appointing Ray Barragan, John Chavez, and Anita Simpson to the Office of Member of the City Council of the City of Chowchilla as if they had been elected pursuant to Elections Code §10229(a).

BACKGROUND:

By statute, the City Elections Officer is the individual who occupies the position of City Clerk. As required by the Elections Code, the City of Chowchilla contracts with, and, has its municipal elections conducted by the Madera County Elections Office.

The terms of office of three incumbent City Council Members Barragan, Chavez and Haworth expire December 2020, as of the date on which a certification of the election results for those three offices would occur if there were an election for those municipal offices at the general, statewide election on November 3, 2020 (Chowchilla Municipal Code §2.04.150).

On August 14, 2020, the Madera County Clerk-Recorder and Registrar of Voters emailed a notice that incumbent Council Members Chavez and Barragan, and Ms. Anita Simpson were the only persons who submitted nomination papers for the three seats available on the City Council. The Elections Manager also advised of the right of the City Council to avoid an election that would be meaningless and inconsequential by appointing the three individuals who have been nominated for those offices in accordance with the law before the date of the municipal election.

REASON FOR RECOMMENDATION:

Pursuant to Elections Code §10229(a), in the case of any office or offices to be elected at large, the number of persons who have been nominated for those offices does not exceed the number to be filled at that election, the city elections official shall submit a certificate of these facts to the governing body of the city and inform the governing body of the city that it may, at a regular or special meeting held before the municipal election, appoint to the office the persons who have been nominated.

FISCAL IMPACT:

No foreseen impact to the General Fund.

ACTIONS FOLLOWING APPROVAL:

Return original Oaths of Office, once signed, to the Madera County Clerk-Recorder's office.

COUNCIL RESOLUTION # -20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA APPOINTING RAY BARRAGAN, JOHN CHAVEZ, AND ANITA SIMPSON TO THE OFFICE OF MEMBER OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA AS IF THEY HAD BEEN ELECTED PURSUANT TO ELECTIONS CODE §10229(a)

WHEREAS, the nomination/declaration of candidacy for the upcoming general election at which three positions in the office of member of the City Council of the City of Chowchilla were to be elected closed effective August 12, 2020; and

WHEREAS, the office of Member of the City Council of the City of Chowchilla for the term expiring December 2024 is an office to be elected at large and the number of persons who have been nominated for the three available positions do not exceed the number to be filled at that election in that the following three nominees have completed the necessary requirements to run for that office:

Ray Barragan
John Chavez
Anita Simpson; and,

WHEREAS, as a result of the foregoing, pursuant to Elections Code §10229(a) the City Council of the City of Chowchilla may, at a regular or special meeting held before the municipal election, appoint to the office of Member of the City Council of the City of Chowchilla the three persons named above who have been nominated.

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

1. The foregoing facts are true and correct.
2. Pursuant to the provisions of Elections Code §10229(a), Ray Barragan, shall be and hereby is appointed to the office of the Member of the Chowchilla City Council for the term expiring December 2024.
3. Pursuant to the provisions of Elections Code §10229(a), John Chavez, shall be and hereby is appointed to the office of the Member of the Chowchilla City Council for the term expiring December 2024.
4. Pursuant to the provisions of Elections Code §10229(a), Anita Simpson shall be and hereby is appointed to the office of the Member of the Chowchilla City Council for the term expiring December 2024.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 8th day of September, 2020 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
City Clerk

**CERTIFICATE OF CITY ELECTION OFFICER
PURSUANT TO ELECTIONS CODE §10229**

I, the undersigned acting City Clerk and City Elections Officer of the City of Chowchilla do hereby certify as follows:

1. The nomination/declaration of candidacy for the upcoming general election at which three positions in the office of member of the City Council of the City of Chowchilla were to be elected closed effective August 12, 2020.
2. The offices of member of the City Council of the City of Chowchilla for the term expiring December 2024 is an office to be elected at large and the number of persons who have been nominated for the available three positions do not exceed the number to be filled at that election in that the following three nominees have completed the necessary requirements to run for that office:

Ray Barragan
Joh Chavez
Anita Simpson

3. As a result of the foregoing, pursuant to Elections Code §10229(a)(iii) the City Council of the City of Chowchilla may, at a regular or special meeting held before the municipal election appoint to the office of member of the City Council of the City of Chowchilla the three persons named above who have been nominated.

Date

Joann McClendon, CMC
City Clerk/Elections Officer

CITY OF CHOWCHILLA CALIFORNIA



Item 6.2

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REPORT TO THE CITY COUNCIL

Meeting of: September 8, 2020

AGENDA SECTION: New Business

SUBJECT: Consideration and Adoption of a City Council Resolution Authorizing the City Administrator or Designee to Execute an Agreement with Lexipol to Provide Training, Policies and Procedures for the Chowchilla Fire Department

PREPARED BY: Fred Gaumnitz, Fire Chief

ATTACHMENTS: Resolution, Lexipol Agreement for use of Subscription Material

REVIEWED BY ADMINISTRATOR

REVIEWED BY ATTORNEY

REVIEWED BY FINANCE

RECOMMENDATION:

That the City Council approve a resolution authorizing staff to enter into an agreement for use of Lexipol's Subscription Material; and authorize City Administrator or designee to execute necessary documents for subscription agreement.

BACKGROUND:

The Chowchilla Fire Department currently has 24 volunteer firefighters, a full-time Fire Chief, and a full-time Fire Inspector. In 2019, the Chowchilla Fire Department responded to 381 incidents resulting in 3,000 hours of fire personnel responding to and mitigating these incidents. During those 3,000 plus hours they came into contact with the public and/or their property, increasing the risk of possible litigation. In 2014, the fire department created their own standard operating guidelines, but, in these highly litigated times, a professionally written policy and procedure document is necessary.

REASON FOR RECOMMENDATION:

Current standard operating guidelines may not hold up to legal scrutiny and need to be updated. A priority of the Chowchilla Fire Department is to have safe incident mitigation and public-safety operations, which will lower risk to our firefighters and lower liability to the City. Lexipol has researched state and federal laws as well as the nation's best practices to have legally defensible, up-to-date policies and procedures. Lexipol is well-known and their product is used by many police and fire agencies, including the Chowchilla Police Department. Lexipol will also work with staff to make sure each policy and procedure fits within the fire department's mission, goals, and objectives.

FISCAL IMPACT:

The cost of the first year's subscriptions approximately \$2,992.00. The Central San Joaquin Valley Risk Management Authority has agreed to a one-time payment to cover half of the first year's subscription, reducing the cost to \$1,496.00. There is no requirement to continue subscription after the first year.

ALTERNATIVES:

Continue using current policies and procedures.

ACTIONS FOLLOWING APPROVAL:

Upon approval, authorize City Administrator and or Designee to execute necessary documents for subscription agreement.

COUNCIL RESOLUTION # -20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA
AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO EXECUTE AN AGREEMENT WITH
LEXIPOL TO PROVIDE TRAINING, POLICES AND PROCEDURES FOR THE CHOWCHILLA FIRE
DEPARTMENT**

WHEREAS, the City of Chowchilla operates its own fire department; and

WHEREAS, the Chowchilla Fire Department needs updated policies and procedures; and

WHEREAS, updated policies and procedures will increase public safety, decrease risk to firefighters, and decrease liability to the City; and

WHEREAS, the **Central San Joaquin Valley Risk Management Authority** has agreed to a one-time payment to cover half of the first year's subscription, reducing the cost to \$1,496.00; and

WHEREAS, there is no requirement to continue subscription after the first year.

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

1. The above recitals are true and correct.
2. City staff is authorized to enter into an agreement for use of Lexipol's Subscription Material.
3. The City Administrator or Designee is authorized to execute necessary documents for subscription agreement.
4. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 8th day of September, 2020 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
City Clerk



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Chowchilla Fire Department
Agency's Address: 240 N 1st St
Chowchilla, California 93610

Attention: Battalion Chief Fred Gaumnitz

Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Attention: Jeffrey Hopper

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Agency
Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Lexipol
Signature: _____
Print Name: Van Holland
Title: Chief Financial Officer
Date Signed: _____

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 2,992.00	USD 2,992.00
	Subscription Line Items Total		USD 2,992.00
			USD 2,992.00
		TOTAL:	USD 2,992.00

*Fire pricing is based on 5 Fire Authorized Staff.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. Account Security. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. Privacy Policy. Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. Policy Adoption. Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. Disclaimer of Liability. Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. Limitation of Liability. Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked “confidential” or the like, or that is of such a type that the confidentiality thereof is reasonably apparent (“Confidential Information”). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party’s directors, officers, employees, agents and other representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party’s Representatives.

Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 Attorneys’ Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys’ fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

EXHIBIT C

Scope of Services

Policy Manual

Legally defensible, up-to-date policies are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Fire Operations Procedures

- More than 20 best practice procedures designed to support safe operations
- Procedures address the operations most often cited as contributing to firefighter injury or death as well as the most common call types
- Scenario-based training reinforces live training
- Mobile-friendly decision trees make it easy to review a procedure on the way to a call

CITY OF CHOWCHILLA CALIFORNIA



Item 6.3

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

REPORT TO THE CITY COUNCIL

Meeting of: September 8, 2020

AGENDA SECTION: New Business

SUBJECT: **Consideration of a Resolution Approving the Amendments to the 2020/2021 Budget to fund the Police Department Security Fencing Project**

PREPARED BY: Rod Pruett, City Administrator

ATTACHMENTS: Resolution for Budget Amendments for Fiscal Year 2020/2021
Engineer Estimate
Journal Entry for Posting

REVIEWED BY ADMINISTRATOR

REVIEWED BY ATTORNEY

REVIEWED BY FINANCE

RECOMMENDATION:

City staff recommends that the City Council approve the resolution approving the budget amendments for fiscal year 2020/2021 relating to the securing of the police department.

BACKGROUND:

The City Council approved Council Resolution #50-20, adopting the 2020/2021 budget on June 23, 2020. Authority to increase appropriation within a fund by an amount over \$50,000 requires City Council approval.

The police department building is currently an unsecured facility. This has been an issue for many years and puts our police department staff at risk. In FY 19/20 your Council approved the use of \$500,000 of General Fund reserves to put towards the project cost of roughly \$1-Million based off preliminary engineering estimates and instructed staff to look for other financing options to cover the other \$500,000.

Staff looked into grants from multiple agencies including USDA and CDBG but were not able to obtain any grants. USDA did say we could possibly qualify for a loan but the grant would not be an option. We have had meetings with Senator Caballero to see if we could get funding and have not received anything as of yet.

Due to COVID 19 concerns, the \$500,000 General Fund commitment was not carried over into the FY 2020/2021 budget. After receiving our April through June sales tax disbursements, we were able to compare to the estimates provided by Muniservices that addressed the impacts of COVID 19. We performed better than the projections by Muniservices and almost met our original budget amounts. The same estimates provided by Muniservices for FY 2020.2021 were used and we believe we will outperform those estimates for both the General Fund and Measure N.

In light of us believing we will do better than budgeted for in sales tax, staff believes we will be able to do the project and not effect operations. We also received the \$225,000 allocation of CARES Act funding from the State that was not anticipated in the budget. Since we were not able to obtain grant funding for the

remaining \$500,000 we are recommending to use Measure N funds to cover the needed remaining \$500,000.

The use of Measure N funds towards this project was discussed with the Oversight Committee and received positive feedback. There was originally projected to be a fund balance of roughly \$1 Million dollars in the Measure N Fund at the end of FY 2020/2021 and that was using the estimates from Muniservices which we believe will we will outperform. Even if we do not, there is still plenty of fund balance in Measure N to cover this expense.

The General Fund reserve percentage was 47% for the FY 2020/2021 budget. If we were to fund the roughly \$500,000 without any increase in sales tax or CARES Act funds, the percentage would be roughly 41%. With the projected increase in sales tax revenue and the CARES Act funding we should be around the 45% range.

In conclusion, staff is recommending that we split the costs of the project 50/50 between the General Fund and Measure N. This allows us to move forward with the project and get it done in a timely manner while preserving the current cost estimates. The longer we wait the more increase there could be in costs to do the project.

Attached is a resolution and journal entry of the budget amendments needed for fiscal year 2020/2021 in order to proceed with the police department securing/fencing project. The project is a little over \$1 Million dollars so we are recommending a net increase of \$525,000 to both the General Fund and Measure N to cover any minor overages, if they occur. The accounting will require the whole project costs to be in the General Fund and Measure N sill transfer \$525,000 into the General Fund

FISCAL IMPACT:

The Fiscal impact of the Budget Amendments are as follows:

1. Increase in capital expenditures in the GF of \$1,050,000
2. Increase in Transfer In revenue from Measure N of \$525,000
3. Increase in Transfer Out expenditure in Measure N of \$525,000

ACTIONS FOLLOWING APPROVAL:

Post the budget amendments and begin to prepare the RFP for the project. Once the RFP process is complete a selection of the vendor will be brought back to council for approval.

COUNCIL RESOLUTION # -20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHOWCHILLA, CALIFORNIA
APPROVING AMENDMENTS TO THE 2020/2021 FISCAL YEAR BUDGET TO FUND THE POLICE
DEPARTMENT SECURITY FENCING PROJECT**

WHEREAS, on June 23, 2020, the Chowchilla City Council adopted fiscal year 2020-2021 Operating and Capital Budget with Resolution #50-20; and

WHEREAS, per Resolution #50-20, Item #6 states, authority to increase appropriations within a fund by an amount not to exceed \$50,000 shall rest with the City Administrator and authority to transfer appropriations between funds will be represented by resolutions duly approved by the City Council, and

WHEREAS, the budget transfers between funds and the budget amendment exceeds \$50,000 requires City Council approval, and

WHEREAS, the City Council is has met and reviewed the proposed budget amendments and considered staff's recommendations, and

WHEREAS, the City Council recognizes the potential risks the employees of the Police Department are subject to by not having a secured facility, and

WHEREAS, the City Council has determined the Police Department would benefit from securing and fencing the property, and

WHEREAS, budget amendments are needed to the General Fund and Measure N, per Attachment A, in order to fund the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chowchilla that:

1. The above recitals are true and correct.
2. The budget changes are hereby approved and adopted and the Finance Director is directed to post them into the City's Financial system based on the attached budget amendment
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Chowchilla this 8th day of September, 2020 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Waseem Ahmed, Mayor

ATTEST:

Joann McClendon, CMC
City Clerk

PRELIMINARY ENGINEER'S ESTIMATE



**Yamabe & Horn
Engineering, Inc.**
CIVIL ENGINEERS • LAND SURVEYORS

2985 North Burl Ave., Suite 101
Fresno, CA 93727
(559) 244-3121

Chowchilla Police Department Site Improvements
City of Chowchilla

Date: 08/12/20
Prepared by: DL

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Base Bid				
1	Mobilization & Demobilization	1 LS	\$ 24,700.00	\$ 24,700.00
2	Traffic and Dust Control	1 LS	\$ 12,400.00	\$ 12,400.00
3	Clearing & Grubbing (Demolition)	1 LS	\$ 37,100.00	\$ 37,100.00
4	Roadway Excavation	315 CY	\$ 35.00	\$ 11,025.00
5	Hot Mix Asphalt, Type "A"	209 TON	\$ 150.00	\$ 31,321.13
6	Aggregate Base, CL II	367 TON	\$ 60.00	\$ 22,019.70
7	Reinforced Concrete Slab	6,338 SF	\$ 15.00	\$ 95,070.00
8	Concrete Valley Gutter	140 LF	\$ 36.00	\$ 5,040.00
9	Concrete Sidewalk	898 SF	\$ 7.00	\$ 6,286.00
10	Concrete Curb Ramp	2 EA	\$ 2,500.00	\$ 5,000.00
11	Concrete Curb	511 LF	\$ 20.00	\$ 10,220.00
12	Concrete Curb Stop	14 EA	\$ 150.00	\$ 2,100.00
13	Wrought Iron Fencing & Gates	1 LS	\$ 159,395.00	\$ 159,395.00
14	Covered Parking Structure	1 LS	\$ 200,000.00	\$ 200,000.00
15	Lighting & Electrical	1 LS	\$ 65,000.00	\$ 65,000.00
16	Install Pavement Markings & Striping, Signage	1 LS	\$ 5,000.00	\$ 5,000.00
17	Miscellaneous Facilities & Operations	1 LS	\$ 12,400.00	\$ 12,400.00
<i>Construction Subtotal</i>				\$ 704,076.83
<i>Contingency (10%)</i>				\$ 70,407.68
Construction Sub-total				\$ 774,484.51
Miscellaneous				
	Design Engineering	1 LS	\$ 116,200.00	\$ 116,200.00
	Construction Engineering	1 LS	\$ 116,200.00	\$ 116,200.00
<i>Miscellaneous Subtotal</i>				\$ 232,400.00
TOTAL ESTIMATE				\$ 1,006,884.51

Notes:

City of Chowchilla
Proposed Budget Amendment
Police Building Fencing Project

<u>Account Number</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>
340-2610-0100-7000-000	Transfer Out	525,000.00	
100-2610-0340-8990-000	Transfer In		525,000.00
100-2610-0000-6600-000	Construction in Progress	1,050,000.00	