

**A MEETING OF THE CITY COUNCIL OF THE  
CITY OF PARLIER**

**REGULAR MEETING**

**DATE:** THURSDAY July 19, 2018  
**TIME:** 6:30 P.M.  
**PLACE:** Parlier City Council Chambers  
1100 E. Parlier Avenue  
Parlier, CA 93648

**CALL TO ORDER/WELCOME:**

*Roll Call:* Mayor Alma M. Beltran, Mayor Pro-Tem Jose Escoto, Councilwoman Diane Maldonado, Councilman Noe Rodriguez, Councilman Trinidad Pimental, City Clerk Dorothy Garza.

*Flag Salute:* Mayor Alma M. Beltran

**ADDITIONS/DELETIONS TO THE AGENDA:**

**PRESENTATIONS/INFORMATIONAL:**

1. Presentation regarding California Violence Intervention and Prevention (CalVIP) Grant.

**PUBLIC COMMENTS:**

**Note:** State law allows the Council to briefly respond to questions on items raised by the public, which are not on the agenda. Government Code Section 54954.2(a). Alternatively, the Council may choose to direct staff to provide information at a following meeting. Any member of the public may comment on any matter within the jurisdiction of the City that is not on the agenda. Those wishing to comment should be recognized by the Mayor and approach the podium. Comments are limited to five (5) minutes.

**CONSENT CALENDAR:**

2. Approve the Check Reports dated June 29, 2018 through July 11, 2018.

3. Approve and accept the Minutes dated July 05, 2018.

**ADMINISTRATIVE REPORTS:**

**ADMINISTRATION:**

**4. SUBJECT:** Discussion and Direction Regarding HOME Grant and eligible projects and/or programs.

**RECOMMENDATION:** Staff recommends the City Council consider and provide direction regarding the HOME Grant and eligible projects and/or programs.

**5. SUBJECT:** Introduction and Waiver of First Reading – **Ordinance 2018-05**, Amending Title 3 of the Parlier Municipal Code to Add Chapter 3.17 to Impose a Utility Users Tax Relating to Gas, Electricity and Communications Services.

**PUBLIC HEARING:**

- a. Mayor Beltran to open Public Hearing
- b. Public input/testimony for or against
- c. Mayor Beltran to close Public Hearing

**RECOMMENDATION:** Staff recommends the City Council introduce and conduct the first reading of proposed Ordinance 2018-05.

**6. SUBJECT:** Discuss, Consider and Approve **Resolution 2018-38** Authorizing a Utility Users Tax to be Designated as Measure \_\_, to be Submitted to the Voters on the November 6, 2018 Statewide General Election Ballot, Requesting Fresno County Elections to Conduct the Election, and Requesting Consolidation of the Election.

**RECOMMENDATION:** Staff recommends that the City Council approve Resolution 2018-38 Authorizing a Utility Users Tax to be Designated as Measure \_\_, to be Submitted to the Voters on the November 6, 2018 Statewide General Election Ballot, Requesting Fresno County Elections to Conduct the Election, and Requesting Consolidation of the Election.

**7. SUBJECT:** Discuss, Consider and Approve **Resolution 2018-39** Authorizing an Advisory Measure to be Designated as Measure \_\_, to be Submitted to the Voters on the November 6, 2018 Statewide General Election Ballot, Requesting Fresno County Elections to Conduct the Election, and Requesting Consolidation of the Election.

**RECOMMENDATION:** Staff recommends that the City Council approve Resolution 2018-39 Authorizing an Advisory Measure to be Designated as Measure \_\_, to be Submitted to the Voters on the November 6, 2018 Statewide General Election Ballot, Requesting Fresno County Elections to Conduct the Election, and Requesting Consolidation of the Election.

**8. SUBJECT:** Discuss, Consider and Approve DATA Ticket, Inc. Performance Agreement for Processing of Fines, Bail and Forfeiture Thereof in Connection with Parlier Police Department's Issuance of Citations for Illegal Parking.

**RECOMMENDATION:** Staff recommends that the City Council approve the DATA Ticket, Inc. Performance Agreement and direct the City Manager to execute the Agreement on behalf of the City.

**9. SUBJECT:** Discuss, Consider and Approve Agreement Between the City of Parlier and the City of Coalinga for the Provision of Police Department Dispatch Services.

**RECOMMENDATION:** Staff recommends that the City Council approve the Agreement between Parlier and Coalinga for the Provision of Police Department Dispatch Services.

**10. SUBJECT:** Discuss, Consider and Approve Resolution Authorizing Execution and Delivery of a Municipal Equipment Lease Agreement and Approving Related Documents and Actions

**RECOMMENDATION:** Staff recommends that the City Council approve **Resolution 2018-40** Authorizing Execution and Delivery of a Municipal Equipment Lease Agreement and Approving Related Documents and Actions

**BRIEF COMMENTS: COUNCIL COMMUNICATIONS/COMMENTS:**

**CITY MANAGER**

**CITY ATTORNEY**

**CITY COUNCIL**

**PUBLIC COMMENTS ON CLOSED SESSION:**

(THIS PORTION OF THE MEETING IS RESERVED FOR PERSONS DESIRING TO ADDRESS THE COUNCIL ON AN ITEM WHICH IS TO BE CONSIDERED DURING CLOSED SESSION. SPEAKERS SHOULD LIMIT THEIR COMMENTS TO FIVE (5) MINUTES.)

**CLOSED SESSION:**

**11. Government Code Section 54957.6**

**CONFERENCE WITH LABOR NEGOTIATORS**

Agency representative: Sam Escobar, City Manager and Lee Burdick,  
City Attorney

Employee Organization: Unrepresented Employees

**12. Government Code Section 54957**

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: City Manager

**ADJOURNMENT:**

ADA Notice: In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 646-3545 ext. 227. Notification 48

hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall located at 1100 E. Parlier Avenue, Parlier, CA during normal business hours. In addition, most documents are posted on the City's website at [parlier.ca.us](http://parlier.ca.us)

### **STATEMENT ON RULES OF DECORUM AND ENFORCEMENT**

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Parlier City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

### **GENERAL RULES OF DECORUM**

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Council members if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impeded the orderly conduct of any Council meeting.



## CITY OF PARLIER

## Check Report

By Check Number

Date Range: 06/29/2018 - 07/11/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
HAY02	HAYDON CONSTRUCTION, INC.	06/29/2018	Regular	0.00	3,304.52	49416
P.G02	PGE	06/29/2018	Regular	0.00	2,500.00	49417
QUI05	QUINN COMPANY	06/29/2018	Regular	0.00	4,266.91	49418
T&J00	T & J ARCO STATION	06/29/2018	Regular	0.00	1,388.16	49419
T&T00	T & T PAVEMENT AND PRODUCTS, INC.	06/29/2018	Regular	0.00	4,738.21	49420
EOC01	EOC - FOOD PREPARATION CENTER	07/03/2018	Regular	0.00	1,520.29	49421
CAL1Y	CALIFORNIA WATER SERVICES INC.	07/03/2018	Regular	0.00	18,089.00	49422
DAV04	DAVE'S TOWING	07/03/2018	Regular	0.00	99.00	49423
DIA11	DIAMOND COMMUNICATIONS	07/03/2018	Regular	0.00	1,302.43	49424
EDD02	EMPLOYMENT DEVELOPMENT DE	07/03/2018	Regular	0.00	15.78	49425
FRE00	FRESNO OXYGEN	07/03/2018	Regular	0.00	12.63	49426
PIO01	PIONEER EQUIPMENT CO.	07/03/2018	Regular	0.00	243.96	49427
SIM04	SIMPLLOT GROWER SOLUTIONS	07/03/2018	Regular	0.00	205.95	49428
CIS02	SOPHIA SEPULVEDA	07/03/2018	Regular	0.00	214.60	49429
STA1U	STAR 1 MINI MART	07/03/2018	Regular	0.00	1,009.19	49430
ADP00	ADP, INC.	07/06/2018	Regular	0.00	490.16	49439
	**Void**	07/06/2018	Regular	0.00	0.00	49440
ADT01	ADT SECURITY SERVICES	07/06/2018	Regular	0.00	912.54	49441
BAN01	BANKCARD CENTER	07/06/2018	Regular	0.00	8,957.27	49442
CEN02	CENTRAL VALLEY LOCK & SAFE INC.	07/06/2018	Regular	0.00	533.36	49443
CIT25	CITY OF KERMAN	07/06/2018	Regular	0.00	120.00	49444
REE01	EDDIE C. REED	07/06/2018	Regular	0.00	750.00	49445
EMB00	EMBLEM ENTERPRISES, INC.	07/06/2018	Regular	0.00	97.18	49446
GLE01	GLEIM - CROWN PUMP INC.	07/06/2018	Regular	0.00	294.00	49447
MIC02	GREEN AND CLEAN LANDSCAPING	07/06/2018	Regular	0.00	350.00	49448
LIN01	LINCOLN AQUATICS	07/06/2018	Regular	0.00	115.00	49449
MEN18	MENDOCINO AUTO SALES & RE	07/06/2018	Regular	0.00	2,146.35	49450
CUE02	NORA CUEVAS	07/06/2018	Regular	0.00	95.00	49451
SOU07	SOUTH COUNTY VETERINARY H	07/06/2018	Regular	0.00	198.00	49452
SUP01	SUPPLYWORKS	07/06/2018	Regular	0.00	1,555.06	49453
THE05	THE OFFICE CITY	07/06/2018	Regular	0.00	130.09	49454
T-M00	T-MOBILE	07/06/2018	Regular	0.00	113.76	49455
ADT01	ADT SECURITY SERVICES	07/10/2018	Regular	0.00	561.40	49456
CEN02	CENTRAL VALLEY LOCK & SAFE INC.	07/10/2018	Regular	0.00	2,266.15	49457
COM05	COMCAST	07/10/2018	Regular	0.00	495.77	49458
CEN01	CSJVRMA	07/10/2018	Regular	0.00	134,977.00	49459
	**Void**	07/10/2018	Regular	0.00	0.00	49460
	**Void**	07/10/2018	Regular	0.00	0.00	49461
DIA11	DIAMOND COMMUNICATIONS	07/10/2018	Regular	0.00	1,025.00	49462
FAM02	FAMILY HEALING CENTER	07/10/2018	Regular	0.00	1,000.00	49463
PAY01	PAY PLUS BENEFITS, INC.	07/10/2018	Regular	0.00	107.00	49464
PRO02	PROFORCE LAW ENFORCEMENT	07/10/2018	Regular	0.00	3,087.50	49465
REN02	RENT A TOILET	07/10/2018	Regular	0.00	165.00	49466
SOU07	SOUTH COUNTY VETERINARY H	07/10/2018	Regular	0.00	147.84	49467
SYS00	SYSCO OF CENTRAL CALIFORNIA	07/10/2018	Regular	0.00	484.37	49468
THE05	THE OFFICE CITY	07/10/2018	Regular	0.00	34.50	49469
UN 01	unWIRED BROADBAND, INC.	07/10/2018	Regular	0.00	149.99	49470
USM01	U-SAVE MARKET	07/10/2018	Regular	0.00	395.53	49471
AT&02	A T & T MOBILITY	07/10/2018	Regular	0.00	345.84	49472
ANI02	ANIMAL CARE EQUIPMENT & SERVICES	07/10/2018	Regular	0.00	247.50	49473
AUT01	AUTO ZONE	07/10/2018	Regular	0.00	846.84	49474
	**Void**	07/10/2018	Regular	0.00	0.00	49475
BAN01	BANKCARD CENTER	07/10/2018	Regular	0.00	3,753.03	49476
	**Void**	07/10/2018	Regular	0.00	0.00	49477

## Check Report

Date Range: 06/29/2018 - 07/11/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
BELO6	BELCHER, EHLE, MEDINA & ASSOCIATES, INC.	07/10/2018	Regular	0.00	1,342.00	49478
BET05	BETHANEY LAWREN CUEVAS	07/10/2018	Regular	0.00	50.00	49479
CDW00	CDW GOVERNMENT	07/10/2018	Regular	0.00	174.48	49480
CEN13	CENTRAL VALLEY SWEEPING	07/10/2018	Regular	0.00	5,500.00	49481
FAS00	FASTENAL COMPANY	07/10/2018	Regular	0.00	913.99	49482
HEA01	HEALTHWISE SERVICES, LLC	07/10/2018	Regular	0.00	400.00	49483
INT14	INTERSTATE GAS SERVICES, INC.	07/10/2018	Regular	0.00	7,367.40	49484
MCC01	MCCORMICK, KABOT, JENNER & LEW	07/10/2018	Regular	0.00	909.60	49485
MET01	METRO UNIFORM & ACCESSORI	07/10/2018	Regular	0.00	153.21	49486
ONT00	ON TRAC	07/10/2018	Regular	0.00	5.66	49487
PPA02	PARLIER POLICE ASSO.	07/10/2018	Regular	0.00	1,450.00	49488
QUI02	QUILL CORPORATION	07/10/2018	Regular	0.00	100.84	49489
STA19	STATE OF CALIFORNIA	07/10/2018	Regular	0.00	202.00	49490
SFF01	SWANSON-FAHRNEY FORD	07/10/2018	Regular	0.00	171,214.50	49491
SYS00	SYSCO OF CENTRAL CALIFORNIA	07/10/2018	Regular	0.00	615.54	49492
TER01	TERMINIX PROCESSING CTR.	07/10/2018	Regular	0.00	41.00	49493
USM01	U-SAVE MARKET	07/10/2018	Regular	0.00	58.20	49494
YAM01	YAMABE & HORN ENGINEERING INC.	07/10/2018	Regular	0.00	17,750.99	49495

## Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	155	67	0.00	414,108.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	155	72	0.00	414,108.07

**All Bank Codes Check Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	155	67	0.00	414,108.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>155</b>	<b>72</b>	<b>0.00</b>	<b>414,108.07</b>

**Fund Summary**

Fund	Name	Period	Amount
999	POOL FUND	6/2018	16,197.80
999	POOL FUND	7/2018	397,910.27
			<b>414,108.07</b>



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Bank Code: APBNK-APBNK						
HAY02	HAYDON CONSTRUCTION, INC.	06/29/2018	Regular	0.00	3,304.52	49416
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>9863495</u>	Invoice	06/29/2018	WWWTP LAGOON REPAIRS	0.00	3,304.52	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES		3,304.52	
P.G02	PGE	06/29/2018	Regular	0.00	2,500.00	49417
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>0007733169-2</u>	Invoice	06/29/2018	HERITAGE PARK PROJECT	0.00	2,500.00	
	<u>211-5700-6520</u>		PROFESSIONAL SERVICES/F...		2,500.00	
QUI05	QUINN COMPANY	06/29/2018	Regular	0.00	4,266.91	49418
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>FF27708</u>	Invoice	06/29/2018	UNIT #113 REPAIRS	0.00	4,266.91	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/F...		2,133.45	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES		2,133.46	
T&J00	T & J ARCO STATION	06/29/2018	Regular	0.00	1,388.16	49419
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>MAY-2018</u>	Invoice	06/29/2018	PW FUEL 5-18	0.00	1,388.16	
	<u>400-5600-6011</u>		FUEL		993.67	
	<u>401-5600-6011</u>		FUEL		394.49	
T&T00	T & T PAVEMENT AND PRODUCTS, INC.	06/29/2018	Regular	0.00	4,738.21	49420
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>2018268</u>	Invoice	06/29/2018	STREET STRIPING SUPPLIES	0.00	4,738.21	
	<u>200-5600-6002</u>		PARTS & SUPPLIES		4,738.21	
EOC01	EOC - FOOD PREPARATION CENTER	07/03/2018	Regular	0.00	1,520.29	49421
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>000471</u>	Invoice	06/30/2018	SR CTR MEAL SUPPLIES 6-18	0.00	1,520.29	
	<u>100-5615-6504</u>		FOOD SERVICES		1,520.29	
CAL1Y	CALIFORNIA WATER SERVICES INC.	07/03/2018	Regular	0.00	18,089.00	49422
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>0037257-IN</u>	Invoice	06/30/2018	MONTHLY ROUTINE SVCS 5-18	0.00	18,089.00	
	<u>400-5600-6011</u>		FUEL		30.00	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/F...		3,074.00	
	<u>400-5600-6542</u>		CONTRACT SERVICES		6,659.00	
	<u>400-5600-6544</u>		LAB ANALYSIS & TESTING		1,362.00	
	<u>401-5600-6542</u>		CONTRACT SERVICES		5,864.00	
	<u>401-5600-6544</u>		LAB ANALYSIS & TESTING		1,100.00	
DAV04	DAVE'S TOWING	07/03/2018	Regular	0.00	99.00	49423



## Check Report

Date Range: 06/29/2018 - 07/11/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0021179</u>	Invoice	06/30/2018	TOWING SERVICES	0.00	99.00	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/F...		99.00	
DIA11	DIAMOND COMMUNICATIONS	07/03/2018	Regular	0.00	1,302.43	49424
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>215915</u>	invoice	06/30/2018	690 NEWMARK - INS.	0.00	464.25	
	<u>100-5615-6542</u>		CONTRACT SERVICES		464.25	
<u>215916</u>	invoice	06/30/2018	745 TULARE ST - INS.	0.00	664.25	
	<u>100-5618-6542</u>		CONTRACT SERVICES		664.25	
<u>216435</u>	Invoice	06/30/2018	POOL TROUBLE SHOOT	0.00	588.93	
	<u>100-5616-6520</u>		PROFESSIONAL SERVICES		588.93	
<u>216861</u>	Credit Memo	06/30/2018	CREDIT POOL TRBL SHOOT	0.00	-415.00	
	<u>100-5616-6520</u>		PROFESSIONAL SERVICES		-415.00	
EDD02	EMPLOYMENT DEVELOPMENT DE	07/03/2018	Regular	0.00	15.78	49425
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>11892975520</u>	Invoice	06/30/2018	BALANCE ON L1892975520	0.00	15.78	
	<u>100-5400-5016</u>		UNEMPLOYMENT INSURA...		15.78	
FRE00	FRESNO OXYGEN	07/03/2018	Regular	0.00	12.63	49426
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>91438766</u>	Invoice	06/30/2018	BALANCE FORWARD	0.00	12.63	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		12.63	
PIO01	PIONEER EQUIPMENT CO.	07/03/2018	Regular	0.00	243.96	49427
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>BW55508</u>	Invoice	06/30/2018	UNIT #129 REPAIRS	0.00	243.96	
	<u>401-5600-6002</u>		PARTS SUPPLIES		243.96	
SIM04	SIMPLOT GROWER SOLUTIONS	07/03/2018	Regular	0.00	205.95	49428
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>506107825</u>	Invoice	06/30/2018	WEED CONTROL SUPPLIES	0.00	205.95	
	<u>401-5600-6002</u>		PARTS SUPPLIES		205.95	
CIS02	SOPHIA SEPULVEDA	07/03/2018	Regular	0.00	214.60	49429
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>6/20/2018</u>	Invoice	06/30/2018	REIMBURSEMENT	0.00	214.60	
	<u>400-5600-6000</u>		OFFICE SUPPLIES - P.W.		83.92	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		130.68	
STA1U	STAR 1 MINI MART	07/03/2018	Regular	0.00	1,009.19	49430
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1088-</u>	Credit Memo	06/30/2018	CREDIT	0.00	-76.50	
	<u>400-5600-6011</u>		FUEL		-76.50	
<u>1986</u>	Invoice	06/30/2018	DAVID DEL BOSQUE	0.00	80.47	
	<u>401-5600-6011</u>		FUEL		80.47	
<u>2062</u>	Invoice	06/30/2018	IRENE TORRES	0.00	70.00	
	<u>100-5620-6011</u>		FUEL - REC.		70.00	
<u>2153</u>	Invoice	06/30/2018	DOMINGO MORALES	0.00	70.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>400-5600-6011</u>	FUEL	DOMINGO MORALES		70.00	
<u>2330</u>	Invoice	06/30/2018	DOMINGO MORALES	0.00	74.00	
	<u>400-5600-6011</u>	FUEL	DOMINGO MORALES		74.00	
<u>2949</u>	Invoice	06/30/2018	DAVID DEL BOSQUE	0.00	83.65	
	<u>401-5600-6011</u>	FUEL	DAVID DEL BOSQUE		83.65	
<u>3165</u>	Invoice	06/30/2018	DOMINGO MORALES	0.00	78.00	
	<u>400-5600-6011</u>	FUEL	DOMINGO MORALES		78.00	
<u>4472</u>	Invoice	06/30/2018	DAVID DEL BOSQUE	0.00	88.27	
	<u>401-5600-6011</u>	FUEL	DAVID DEL BOSQUE		88.27	
<u>458</u>	Invoice	06/30/2018	DOMINGO MORALES	0.00	78.78	
	<u>400-5600-6011</u>	FUEL	DOMINGO MORALES		78.78	
<u>718</u>	Invoice	06/30/2018	DAVID DEL BOSQUE	0.00	78.08	
	<u>401-5600-6011</u>	FUEL	DAVID DEL BOSQUE		78.08	
<u>775</u>	Invoice	06/30/2018	DOMINGO MORALES	0.00	74.74	
	<u>400-5600-6011</u>	FUEL	DOMINGO MORALES		74.74	
<u>7845</u>	Invoice	06/30/2018	DAVID DEL BOSQUE	0.00	77.57	
	<u>401-5600-6011</u>	FUEL	DAVID DEL BOSQUE		77.57	
<u>9095</u>	Invoice	06/30/2018	DOMINGO MORALES	0.00	76.00	
	<u>400-5600-6011</u>	FUEL	DOMINGO MORALES		76.00	
<u>9270</u>	Invoice	06/30/2018	DOMINGO MORALES	0.00	74.00	
	<u>400-5600-6011</u>	FUEL	DOMINGO MORALES		74.00	
<u>9727</u>	Invoice	06/30/2018	DAVID DEL BOSQUE	0.00	82.13	
	<u>401-5600-6011</u>	FUEL	DAVID DEL BOSQUE		82.13	
ADP00	ADP, INC.	07/06/2018	Regular	0.00	490.16	49439
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>517008275</u>	Invoice	06/30/2018	PAYROLL PROCESS 6/22/18	0.00	490.16	
	<u>100-5100-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		41.42	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		13.81	
	<u>100-5300-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		6.90	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		144.98	
	<u>100-5410-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		6.90	
	<u>100-5610-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		6.90	
	<u>100-5616-6520</u>		PROFESSIONAL SERVICES PAYROLL PROCESS 6/22/18		20.71	
	<u>100-5617-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		13.81	
	<u>100-5620-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		13.81	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		13.81	
	<u>203-5600-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		13.81	
	<u>206-5600-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		6.90	
	<u>213-5600-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		6.90	
	<u>269-6303-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		103.55	
	<u>400-5300-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		13.81	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		13.81	
	<u>401-5300-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		13.81	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES PAYROLL PROCESS 6/22/18		13.81	
	<u>402-5300-6520</u>		PROFESSIONAL SERVICES PAYROLL PROCESS 6/22/18		6.90	
	<u>602-8100-6520</u>		PROFESSIONAL SERVICES/F... PAYROLL PROCESS 6/22/18		13.81	
	**Void**	07/06/2018	Regular	0.00	0.00	49440
ADT01	ADT SECURITY SERVICES	07/06/2018	Regular	0.00	912.54	49441
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	<b>Account Number</b>		<b>Account Name</b>		<b>Distribution Amount</b>	
<u>401559711-6-18</u>	Invoice	06/30/2018	PW SVCS 6/18 - 7/17/18	0.00	728.58	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/F... PW SVCS 6/18 - 7/17/18		728.58	
<u>401966975-6-18</u>	Invoice	06/30/2018	WWTP SVCS 6/14 - 7/13/18	0.00	183.96	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>401-5600-6520</u>	PROFESSIONAL SERVICES	WWTP SVCS 6/14 - 7/13/18		183.96	
BAN01	BANKCARD CENTER	07/06/2018	Regular	0.00	8,957.27	49442
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>0103-4648-6-18</u>	Invoice	06/30/2018	CREDIT CARD EXPENSES	0.00	8,957.27	
	<u>100-5104-6520</u>		PROFESSIONAL SERVICES/F...		1,573.08	
	<u>100-5200-6012</u>		POSTAGE, SHIPPING & FRE...		485.13	
	<u>100-5616-6002</u>		PARTS SUPPLIES		1,544.90	
	<u>269-6303-6531</u>		REPAIRS & MAINTENANCE		250.00	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		293.61	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		53.60	
	<u>401-5600-6002</u>		PARTS SUPPLIES		293.61	
	<u>401-5600-6002</u>		PARTS SUPPLIES		53.59	
	<u>525-5600-6002</u>		PARTS SUPPLIES		4,409.75	
CEN02	CENTRAL VALLEY LOCK & SAFE INC.	07/06/2018	Regular	0.00	533.36	49443
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>52677</u>	Invoice	06/30/2018	REKEY SENIOR CTR DOORS	0.00	408.36	
	<u>100-5615-6520</u>		PROFESSIONAL SERVICES/F...		408.36	
<u>52678</u>	Invoice	06/30/2018	REKEY CITY HALL DOORS	0.00	125.00	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/F...		125.00	
CIT25	CITY OF KERMAN	07/06/2018	Regular	0.00	120.00	49444
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>0000204-</u>	Invoice	06/30/2018	TRAINING SUPPLIES	0.00	120.00	
	<u>100-5400-6503</u>		TRAVEL, MEETINGS & TRAI...		120.00	
REE01	EDDIE C. REED	07/06/2018	Regular	0.00	750.00	49445
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>4137</u>	Invoice	06/30/2018	SWIMMING POOL SVCS 6-18	0.00	550.00	
	<u>100-5616-6520</u>		PROFESSIONAL SERVICES		550.00	
<u>4139</u>	Invoice	06/30/2018	SWIMMING POOL MAINT.	0.00	200.00	
	<u>100-5616-6520</u>		PROFESSIONAL SERVICES		200.00	
EMB00	EMBLEM ENTERPRISES, INC.	07/06/2018	Regular	0.00	97.18	49446
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>722794</u>	Invoice	06/30/2018	SAMPLE PATCH	0.00	97.18	
	<u>100-5400-6002</u>		PARTS SUPPLIES		97.18	
GLE01	GLEIM -CROWN PUMP INC.	07/06/2018	Regular	0.00	294.00	49447
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>30833</u>	Invoice	06/30/2018	SWIMMING POOL REPAIRS	0.00	294.00	
	<u>100-5616-6520</u>		PROFESSIONAL SERVICES		294.00	
MIC02	GREEN AND CLEAN LANDSCAPING	07/06/2018	Regular	0.00	350.00	49448
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>3247</u>	Invoice	06/30/2018	CENTER LAWN SVC 6/18	0.00	350.00	
	<u>269-6303-6001</u>		OPERATIONAL SUPPLIES		350.00	
LIN01	LINCOLN AQUATICS	07/06/2018	Regular	0.00	115.00	49449

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>EW005235</u>	Invoice	06/30/2018	SWIMMING POOL EQUIPMENT	0.00	115.00	
	<u>100-5616-6520</u>		PROFESSIONAL SERVICES		115.00	
MEN18	MENDOCINO AUTO SALES & RE	07/06/2018	Regular	0.00	2,146.35	49450
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>31512</u>	Invoice	06/30/2018	WHEEL BEARING REPAIR	0.00	226.38	
	<u>100-5400-6532</u>		VEHICLE MAINTENANCE		226.38	
<u>31513</u>	Invoice	06/30/2018	FAN, FREON & AC OIL	0.00	336.02	
	<u>100-5400-6532</u>		VEHICLE MAINTENANCE		336.02	
<u>31555</u>	Invoice	06/30/2018	REMOVE LIGHT BAR & RADIO	0.00	112.50	
	<u>100-5410-6532</u>		VEHICLE MAINTENANCE		112.50	
<u>31576</u>	Invoice	06/30/2018	A/C & FAN SERVICE	0.00	477.87	
	<u>100-5400-6532</u>		VEHICLE MAINTENANCE		477.87	
<u>31643</u>	Invoice	06/30/2018	OIL CHANGE & BATTERY	0.00	152.63	
	<u>100-5400-6532</u>		VEHICLE MAINTENANCE		152.63	
<u>31728</u>	Invoice	06/30/2018	OIL SERVICE/AC VALVES	0.00	107.79	
	<u>100-5400-6532</u>		VEHICLE MAINTENANCE		107.79	
<u>31772</u>	Invoice	06/30/2018	REPLACE RADIATOR/OIL SVC	0.00	733.16	
	<u>100-5400-6532</u>		VEHICLE MAINTENANCE		733.16	
CUE02	NORA CUEVAS	07/06/2018	Regular	0.00	95.00	49451
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>300008038</u>	Invoice	06/30/2018	CACEO MEMBERSHIP REIMB	0.00	95.00	
	<u>100-5420-6501</u>		MEMBERSHIP DUES		95.00	
SOU07	SOUTH COUNTY VETERINARY H	07/06/2018	Regular	0.00	198.00	49452
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>199778</u>	Invoice	06/30/2018	EUTHANIZED DOGS	0.00	198.00	
	<u>100-5410-6021</u>		ANIMAL DISPOSAL		32.00	
	<u>100-5410-6021</u>		ANIMAL DISPOSAL		32.00	
	<u>100-5410-6021</u>		ANIMAL DISPOSAL		32.00	
	<u>100-5410-6021</u>		ANIMAL DISPOSAL		32.00	
	<u>100-5410-6021</u>		ANIMAL DISPOSAL		32.00	
	<u>100-5410-6021</u>		ANIMAL DISPOSAL		32.00	
	<u>100-5410-6021</u>		ANIMAL DISPOSAL		32.00	
	<u>100-5410-6021</u>		ANIMAL DISPOSAL		1.00	
	<u>100-5410-6021</u>		ANIMAL DISPOSAL		1.00	
	<u>100-5410-6021</u>		ANIMAL DISPOSAL		1.00	
	<u>100-5410-6021</u>		ANIMAL DISPOSAL		1.00	
	<u>100-5410-6021</u>		ANIMAL DISPOSAL		1.00	
	<u>100-5410-6021</u>		ANIMAL DISPOSAL		1.00	
	<u>100-5410-6021</u>		ANIMAL DISPOSAL		1.00	
SUP01	SUPPLYWORKS	07/06/2018	Regular	0.00	1,555.06	49453
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>440913077</u>	Invoice	06/30/2018	PRESCHOOL KITCHEN SUPPLIES	0.00	1,084.84	
	<u>269-6303-6504</u>		FOOD SERVICES		1,084.84	
<u>441049061</u>	Invoice	06/30/2018	PRESCHOOL KITCHEN SUPPLIES	0.00	253.98	
	<u>269-6303-6504</u>		FOOD SERVICES		253.98	
<u>44209541</u>	Invoice	06/30/2018	PRESCHOOL KITCHEN SUPPLIES	0.00	17.01	
	<u>269-6303-6504</u>		FOOD SERVICES		17.01	
<u>444626186</u>	Invoice	06/30/2018	PRESCHOOL KITCHEN SUPPLIES	0.00	49.84	
	<u>269-6303-6504</u>		FOOD SERVICES		49.84	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>445059330</u>	Invoice	06/30/2018	PRESCHOOL KITCHEN SUPPLIES	0.00	149.39	
	<u>269-6303-6504</u>		FOOD SERVICES		149.39	
THE05	THE OFFICE CITY	07/06/2018	Regular	0.00	130.09	49454
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1511986</u>	Invoice	06/30/2018	PENS	0.00	16.39	
	<u>100-5400-6000</u>		OFFICE SUPPLIES		16.39	
<u>1512933</u>	Invoice	06/30/2018	LYSOL CASE	0.00	103.66	
	<u>100-5400-6000</u>		OFFICE SUPPLIES		103.66	
<u>1513206</u>	Invoice	06/30/2018	BINDERS	0.00	10.04	
	<u>100-5400-6000</u>		OFFICE SUPPLIES		10.04	
T-M00	T-MOBILE	07/06/2018	Regular	0.00	113.76	49455
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>890713507-6-18</u>	Invoice	06/30/2018	WELL 9 SVCS 5/19 - 6/18	0.00	113.76	
	<u>400-5600-6510</u>		TELEPHONE/DATA/PAGER		113.76	
ADT01	ADT SECURITY SERVICES	07/10/2018	Regular	0.00	561.40	49456
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>401559711-7-18</u>	Invoice	07/06/2018	PW SVCS 7/18 - 8/17/18	0.00	370.61	
	<u>400-5600-6520</u>		PROFESSIONAL SERVICES/F...		370.61	
<u>401966975-7-18</u>	Invoice	07/06/2018	WWTP SVCS 7/14 - 8/13/18	0.00	190.79	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES		190.79	
CEN02	CENTRAL VALLEY LOCK & SAFE INC.	07/10/2018	Regular	0.00	2,266.15	49457
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>52387</u>	Invoice	07/10/2018	NEW LOCK & KEYS	0.00	2,266.15	
	<u>102-5400-6002</u>		PARTS SUPPLIES		2,266.15	
COM05	COMCAST	07/10/2018	Regular	0.00	495.77	49458
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>7-18-18-1792</u>	Invoice	07/03/2018	CITY HALL SVCS 6-18	0.00	495.77	
	<u>100-5200-6510</u>		TELEPHONE/DATA/PAGER		99.15	
	<u>100-5620-6510</u>		TELEPHONE/DATA/PAGER		99.15	
	<u>100-5700-6510</u>		TELEPHONE/DATA/PAGER		99.15	
	<u>400-5300-6510</u>		TELEPHONE/DATA & PAGER		99.16	
	<u>401-5300-6510</u>		TELEPHONE/ DATA/PAGER		99.16	
CEN01	CSJVRMA	07/10/2018	Regular	0.00	134,977.00	49459

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>RMA-2019-0034</u>	Invoice	07/03/2018	18-19 1ST QTR DEPOSITS	0.00	87,243.00	
	<u>100-5100-5015</u>		WORKERS COMP		338.44	
	<u>100-5200-5015</u>		WORKERS COMP		1,403.01	
	<u>100-5300-5015</u>		WORKERS COMP		531.69	
	<u>100-5400-5015</u>		WORKERS COMP		25,894.84	
	<u>100-5410-5015</u>		WORKERS COMP ANIMAL ...		965.86	
	<u>100-5420-5015</u>		CE WORKER'S COMP		1,368.07	
	<u>100-5610-5015</u>		WORKERS COMP PARKS		718.96	
	<u>100-5616-5015</u>		WORKERS COMP		205.42	
	<u>100-5617-5015</u>		WORKERS COMP		883.89	
	<u>100-5620-5015</u>		WORKERS COMP, REC		883.89	
	<u>100-5700-5015</u>		WORKERS COMP		3,277.09	
	<u>160-5400-5015</u>		WORKERS COMP		2,864.86	
	<u>203-5600-5015</u>		WORKERS COMP		1,181.04	
	<u>206-5600-5015</u>		WORKERS COMP		1,181.04	
	<u>213-5600-5015</u>		WORKERS COMP		576.16	
	<u>269-6303-5015</u>		WORKERS COMP		18,224.11	
	<u>400-5100-5015</u>		WORKERS COMP - COUNCIL		338.44	
	<u>400-5200-5015</u>		WORKERS COMP - ADM		1,692.39	
	<u>400-5300-5015</u>		WORKERS COMP, FIN.		3,396.15	
	<u>400-5600-5015</u>		WORKERS COMP - P.W.		5,723.94	
	<u>401-5100-5015</u>		WORKERS COMP		338.44	
	<u>401-5200-5015</u>		WORKERS COMP		1,692.39	
	<u>401-5300-5015</u>		WORKERS COMP		3,396.15	
	<u>401-5600-5015</u>		WORKERS COMP		5,105.70	
	<u>402-5100-5015</u>		WORKERS COMP		338.44	
	<u>402-5300-5015</u>		WORKERS COMP		1,609.43	
	<u>602-8100-5015</u>		WORKERS COMP		3,113.16	
<u>RMA-2019-0034-</u>	Invoice	07/03/2018	18-19 1ST QTR DEPOSIT	0.00	47,734.00	
	<u>100-5200-5017</u>		LIABILITY INSURANCE		5,690.15	
	<u>100-5400-5017</u>		LIABILITY INSURANCE		8,851.34	
	<u>100-5410-5017</u>		LIABILITY INSURANCE		1,580.60	
	<u>100-5420-5017</u>		CE LIABILITY INSURANCE		1,580.60	
	<u>206-5600-5017</u>		LIABILITY INSURANCE		1,580.60	
	<u>269-6303-5017</u>		LIABILITY INSURANCE		4,109.55	
	<u>400-5300-5017</u>		LIABILITY INSURANCE		4,741.79	
	<u>400-5600-5017</u>		LIABILITY INSURANCE		5,690.15	
	<u>401-5300-5017</u>		LIABILITY INSURANCE		4,741.79	
	<u>401-5600-5017</u>		LIABILITY INSURANCE		5,690.12	
	<u>402-5300-5017</u>		LIABILITY INSURANCE		3,477.31	
	**Void**	07/10/2018	Regular	0.00	0.00	49460
	**Void**	07/10/2018	Regular	0.00	0.00	49461
DIA11	DIAMOND COMMUNICATIONS	07/10/2018	Regular	0.00	1,025.00	49462
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>216602</u>	Invoice	07/03/2018	CITY HALL ALARM 7-18	0.00	240.00	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/F...		34.28	
	<u>100-5617-6520</u>		PROFESSIONAL SERVICES/F...		34.28	
	<u>100-5620-6520</u>		PROFESSIONAL SERVICES/F...		34.29	
	<u>100-5700-6520</u>		PROFESSIONAL SERVICES/F...		34.29	
	<u>400-5300-6520</u>		PROFESSIONAL SERVICES/F...		34.28	
	<u>401-5300-6520</u>		PROFESSIONAL SERVICES/F...		34.29	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES		34.29	
<u>216603</u>	Invoice	07/03/2018	741 TULARE	0.00	80.00	
	<u>100-5620-6520</u>		PROFESSIONAL SERVICES/F...		80.00	
<u>216604</u>	Invoice	07/03/2018	690 NEWMARK	0.00	170.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-5615-6520</u>	PROFESSIONAL SERVICES/F...	690 NEWMARK		170.00	
<u>216605</u>	Invoice	07/03/2018	580 TULARE	0.00	160.00	
	<u>100-5620-6520</u>	PROFESSIONAL SERVICES/F...	580 TULARE		160.00	
<u>216606</u>	Invoice	07/03/2018	8000 MENDOCINO AVE	0.00	90.00	
	<u>269-6303-6520</u>	PROFESSIONAL SERVICES/F...	8000 MENDOCINO AVE		90.00	
<u>216607</u>	Invoice	07/03/2018	745 TULARE ST	0.00	170.00	
	<u>100-5618-6520</u>	PROFESSIONAL SERVICES	745 TULARE ST		170.00	
<u>216608</u>	Invoice	07/03/2018	POOL ALARM	0.00	80.00	
	<u>100-5616-6520</u>	PROFESSIONAL SERVICES	POOL ALARM		80.00	
<u>216609</u>	Invoice	07/03/2018	POOL EQUIP RESET	0.00	35.00	
	<u>100-5616-6520</u>	PROFESSIONAL SERVICES	POOL EQUIP RESET		35.00	
FAM02	FAMILY HEALING CENTER	07/10/2018	Regular	0.00	1,000.00	49463
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>201</u>	Invoice	07/10/2018	INTERVIEW EQUIP.	0.00	1,000.00	
	<u>100-5400-6520</u>	PROFESSIONAL SERVICES/F...	INTERVIEW EQUIP.		1,000.00	
PAY01	PAY PLUS BENEFITS, INC.	07/10/2018	Regular	0.00	107.00	49464
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>17162</u>	Invoice	07/03/2018	CALPERS REPORTING 7-18	0.00	107.00	
	<u>100-5200-6520</u>	PROFESSIONAL SERVICES/F...	CALPERS REPORTING 7-18		11.89	
	<u>100-5400-6520</u>	PROFESSIONAL SERVICES/F...	CALPERS REPORTING 7-18		11.89	
	<u>100-5620-6520</u>	PROFESSIONAL SERVICES/F...	CALPERS REPORTING 7-18		11.89	
	<u>100-5700-6520</u>	PROFESSIONAL SERVICES/F...	CALPERS REPORTING 7-18		11.89	
	<u>269-6303-6520</u>	PROFESSIONAL SERVICES/F...	CALPERS REPORTING 7-18		11.89	
	<u>400-5300-6520</u>	PROFESSIONAL SERVICES/F...	CALPERS REPORTING 7-18		11.88	
	<u>400-5600-6520</u>	PROFESSIONAL SERVICES/F...	CALPERS REPORTING 7-18		11.89	
	<u>401-5300-6520</u>	PROFESSIONAL SERVICES/F...	CALPERS REPORTING 7-18		11.89	
	<u>401-5600-6520</u>	PROFESSIONAL SERVICES	CALPERS REPORTING 7-18		11.89	
PRO02	PROFORCE LAW ENFORCEMENT	07/10/2018	Regular	0.00	3,087.50	49465
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>350062</u>	Invoice	07/10/2018	PD FIREARMS	0.00	3,087.50	
	<u>102-5400-6005</u>	SAFETY EQUIPMENT	PD FIREARMS		3,087.50	
REN02	RENT A TOILET	07/10/2018	Regular	0.00	165.00	49466
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>7594</u>	Invoice	07/06/2018	PW RENTAL SERVICES 7-18	0.00	165.00	
	<u>400-5600-6520</u>	PROFESSIONAL SERVICES/F...	PW RENTAL SERVICES 7-18		165.00	
SOU07	SOUTH COUNTY VETERINARY H	07/10/2018	Regular	0.00	147.84	49467
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>199997</u>	Invoice	07/10/2018	EUTHANIZED DOGS	0.00	147.84	
	<u>100-5410-6021</u>	ANIMAL DISPOSAL	EUTHANIZED DOGS		147.84	
SYS00	SYSCO OF CENTRAL CALIFORNIA	07/10/2018	Regular	0.00	484.37	49468
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>184640311</u>	Invoice	07/09/2018	PRESCHOOL MEAL SUPPLIES	0.00	484.37	
	<u>269-6303-6504</u>	FOOD SERVICES	PRESCHOOL MEAL SUPPLIES		484.37	
THE05	THE OFFICE CITY	07/10/2018	Regular	0.00	34.50	49469

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>IN-1514221</u>	Invoice	07/10/2018	WHITE BOARD MARKERS	0.00	34.50	
	<u>100-5400-6000</u>		OFFICE SUPPLIES		34.50	
UN 01	unWIRED BROADBAND, INC.	07/10/2018	Regular	0.00	149.99	49470
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV00576927</u>	Invoice	07/06/2018	WWTP DATA 7/14 - 8/13/18	0.00	149.99	
	<u>401-5600-6510</u>		TELEPHONE/DATA/PAGER		149.99	
USM01	U-SAVE MARKET	07/10/2018	Regular	0.00	395.53	49471
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>7/2/18</u>	Invoice	07/09/2018	PRESCHOOL MEAL SUPPLIES	0.00	13.45	
	<u>269-6303-6504</u>		FOOD SERVICES		13.45	
<u>7/2/18-</u>	Invoice	07/09/2018	PRESCHOOL MEAL SUPPLIES	0.00	87.95	
	<u>269-6303-6504</u>		FOOD SERVICES		87.95	
<u>7/3/18</u>	Invoice	07/09/2018	PRESCHOOL MEAL SUPPLIES	0.00	125.15	
	<u>269-6303-6504</u>		FOOD SERVICES		125.15	
<u>7/5/18</u>	Invoice	07/09/2018	PRESCHOOL MEAL SUPPLIES	0.00	128.49	
	<u>269-6303-6504</u>		FOOD SERVICES		128.49	
<u>7/6/18</u>	Invoice	07/09/2018	PRESCHOOL MEAL SUPPLIES	0.00	40.49	
	<u>269-6303-6504</u>		FOOD SERVICES		40.49	
AT&02	A T & T MOBILITY	07/10/2018	Regular	0.00	345.84	49472
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>287250673255X0...</u>	Invoice	06/30/2018	PD AIRCARDS FOR MDT	0.00	345.84	
	<u>100-5400-6510</u>		TELEPHONE/DATA/PAGER		345.84	
ANI02	ANIMAL CARE EQUIPMENT & SERVICES	07/10/2018	Regular	0.00	247.50	49473
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>63262</u>	Invoice	06/30/2018	CAT TRAP	0.00	247.50	
	<u>100-5410-6002</u>		PARTS & SUPPLIES		247.50	
AUT01	AUTO ZONE	07/10/2018	Regular	0.00	846.84	49474
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3758535420</u>	Invoice	06/30/2018	UNIT #527 MAINTENANCE	0.00	9.43	
	<u>400-5600-6532</u>		VEHICLE MAINTENANCE		9.43	
<u>3758538351</u>	Invoice	06/30/2018	ALL UNITS MAINTENANCE	0.00	44.65	
	<u>400-5600-6532</u>		VEHICLE MAINTENANCE		44.65	
<u>3758538646</u>	Invoice	06/30/2018	UNIT # 519 MAINTENANCE	0.00	92.73	
	<u>400-5600-6532</u>		VEHICLE MAINTENANCE		92.73	
<u>3758538647</u>	Invoice	06/30/2018	PW SHOP SUPPLIES	0.00	31.12	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		31.12	
<u>3758540120</u>	Invoice	06/30/2018	ALL UNITS MAINTENANCE	0.00	32.38	
	<u>400-5600-6532</u>		VEHICLE MAINTENANCE		32.38	
<u>3758540121</u>	Invoice	06/30/2018	UNIT #518 MAINTENANCE	0.00	30.18	
	<u>401-5600-6532</u>		VEHICLE MAINTENANCE		30.18	
<u>3758540201</u>	Invoice	06/30/2018	PW SHOP SUPPLIES	0.00	12.75	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		12.75	
<u>3758561447</u>	Invoice	06/30/2018	PW SHOP SUPPLIES	0.00	49.30	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		49.30	
<u>3758564288</u>	Invoice	06/30/2018	ALL UNITS MAINTENANCE	0.00	7.22	



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	<u>400-5600-6002</u>	PARTS & SUPPLIES	ALL UNITS MAINTENANCE		7.22	
<u>3758567383</u>	Invoice	06/30/2018	UNIT #526 MAINTENANCE	0.00	92.84	
	<u>401-5600-6532</u>	VEHICLE MAINTENANCE	UNIT #526 MAINTENANCE		92.84	
<u>3758567384</u>	Invoice	06/30/2018	PW SHOP SUPPLIES	0.00	45.95	
	<u>400-5600-6002</u>	PARTS & SUPPLIES	PW SHOP SUPPLIES		45.95	
<u>3758567410</u>	Invoice	06/30/2018	UNIT #526 MAINTENANCE	0.00	92.84	
	<u>401-5600-6532</u>	VEHICLE MAINTENANCE	UNIT #526 MAINTENANCE		92.84	
<u>3758567958</u>	Invoice	06/30/2018	UNIT #504 MAINTENANCE	0.00	13.68	
	<u>401-5600-6532</u>	VEHICLE MAINTENANCE	UNIT #504 MAINTENANCE		13.68	
<u>3758568771</u>	Invoice	06/30/2018	ALL UNITS MAINTENANCE	0.00	47.34	
	<u>400-5600-6532</u>	VEHICLE MAINTENANCE	ALL UNITS MAINTENANCE		47.34	
<u>3758573375</u>	Invoice	06/30/2018	PW SHOP SUPPLIES	0.00	10.79	
	<u>400-5600-6002</u>	PARTS & SUPPLIES	PW SHOP SUPPLIES		10.79	
<u>3758579049</u>	Invoice	06/30/2018	UNIT #117 MAINTENANCE	0.00	19.64	
	<u>401-5600-6002</u>	PARTS SUPPLIES	UNIT #117 MAINTENANCE		19.64	
<u>3758586882</u>	Invoice	06/30/2018	PW SHOP SUPPLIES	0.00	155.39	
	<u>400-5600-6532</u>	VEHICLE MAINTENANCE	PW SHOP SUPPLIES		155.39	
<u>3758586882-</u>	Credit Memo	06/30/2018	CREDIT	0.00	-155.39	
	<u>400-5600-6532</u>	VEHICLE MAINTENANCE	CREDIT		-155.39	
<u>3758598108</u>	Invoice	06/30/2018	UNIT #112 PARTS	0.00	6.79	
	<u>400-5600-6002</u>	PARTS & SUPPLIES	UNIT #112 PARTS		6.79	
<u>3758601674</u>	Invoice	06/30/2018	UNIT #525 PARTS	0.00	82.04	
	<u>400-5600-6002</u>	PARTS & SUPPLIES	UNIT #525 PARTS		82.04	
<u>3758612168</u>	Invoice	06/30/2018	UNIT #528 MAINTENANCE	0.00	68.01	
	<u>401-5600-6532</u>	VEHICLE MAINTENANCE	UNIT #528 MAINTENANCE		68.01	
<u>3758613664</u>	Invoice	06/30/2018	UNIT #111 PARTS	0.00	2.15	
	<u>401-5600-6002</u>	PARTS SUPPLIES	UNIT #111 PARTS		2.15	
<u>3758614066</u>	Invoice	06/30/2018	PW SHOP SUPPLIES	0.00	55.01	
	<u>400-5600-6002</u>	PARTS & SUPPLIES	PW SHOP SUPPLIES		55.01	
	**Void**	07/10/2018	Regular	0.00	0.00	49475
BAN01	BANKCARD CENTER	07/10/2018	Regular	0.00	3,753.03	49476
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>0062-3854-6-18</u>	Invoice	06/30/2018	PW CREDIT CARD EXPENSES	0.00	2,326.61	
	<u>100-5610-6002</u>		PARTS & SUPPLIES		801.13	
	<u>100-5616-6002</u>		PARTS SUPPLIES		150.60	
	<u>100-5616-6002</u>		PARTS SUPPLIES		296.20	
	<u>100-5616-6002</u>		PARTS SUPPLIES		400.00	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		180.67	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		16.55	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		115.94	
	<u>401-5600-6002</u>		PARTS SUPPLIES		164.47	
	<u>401-5600-6002</u>		PARTS SUPPLIES		201.05	
<u>0106-5584-6-18</u>	Invoice	06/30/2018	PD CREDIT CARD EXPENSES	0.00	1,426.42	
	<u>100-5400-6002</u>		PARTS SUPPLIES		62.00	
	<u>100-5400-6002</u>		PARTS SUPPLIES		10.75	
	<u>100-5400-6503</u>		TRAVEL, MEETINGS & TRAI...		65.00	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/F...		89.97	
	<u>100-5420-6503</u>		CE TRAINING/MEETINGS		200.00	
	<u>100-5420-6503</u>		CE TRAINING/MEETINGS		369.00	
	<u>102-5400-6002</u>		PARTS SUPPLIES		629.70	
	**Void**	07/10/2018	Regular	0.00	0.00	49477
BEL06	BELCHER, EHLE, MEDINA & ASSOCIATES, INC.	07/10/2018	Regular	0.00	1,342.00	49478

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>7/1/18</u>	Invoice	06/30/2018	RADIO PROJECT 6-18	0.00	1,342.00	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/F...		1,342.00	
BET05	BETHANEY LAWREN CUEVAS	07/10/2018	Regular	0.00	50.00	49479
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>18-1205</u>	Invoice	06/30/2018	BLOOD DRAW	0.00	50.00	
	<u>100-5400-6520</u>		PROFESSIONAL SERVICES/F...		50.00	
CDW00	CDW GOVERNMENT	07/10/2018	Regular	0.00	174.48	49480
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>NDT8878</u>	Invoice	06/30/2018	PRIVACY COMPUTER SCREEN	0.00	174.48	
	<u>100-5400-6002</u>		PARTS SUPPLIES		174.48	
CEN13	CENTRAL VALLEY SWEEPING	07/10/2018	Regular	0.00	5,500.00	49481
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>13406</u>	Invoice	06/30/2018	SWEEPING SVCS 6-18	0.00	5,500.00	
	<u>200-5600-6520</u>		PROFESSIONAL SERVICES/F...		5,500.00	
FAS00	FASTENAL COMPANY	07/10/2018	Regular	0.00	913.99	49482
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>CAREE22824-</u>	Credit Memo	06/30/2018	CREDIT	0.00	-10.33	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		-10.33	
<u>CAREE28659-</u>	Credit Memo	06/30/2018	CREDIT	0.00	-58.64	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		-58.64	
<u>CAREE38267</u>	Invoice	06/30/2018	PW SHOP SUPPLIES	0.00	412.16	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		412.16	
<u>CAREE38268</u>	Invoice	06/30/2018	PW SHOP SUPPLIES	0.00	97.04	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		97.04	
<u>CAREE38335</u>	Invoice	06/30/2018	UNIT #102 REPAIR PARTS	0.00	38.05	
	<u>401-5600-6002</u>		PARTS SUPPLIES		38.05	
<u>CAREE38397</u>	Invoice	06/30/2018	PW SHOP SUPPLIES	0.00	58.08	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		58.08	
<u>CAREE38405</u>	Invoice	06/30/2018	PW SHOP SUPPLIES	0.00	8.18	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		8.18	
<u>CAREE38441</u>	Invoice	06/30/2018	PW SHOP SUPPLIES	0.00	44.69	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		44.69	
<u>CAREE38453</u>	Invoice	06/30/2018	UNIT #104 & #114 REPAIR	0.00	53.45	
	<u>401-5600-6002</u>		PARTS SUPPLIES		53.45	
<u>CAREE38750</u>	Invoice	06/30/2018	PW SHOP SUPPLIES	0.00	22.86	
	<u>400-5600-6002</u>		PARTS & SUPPLIES		22.86	
<u>CAREE38972</u>	Invoice	06/30/2018	LANDSCAPE PARTS	0.00	26.89	
	<u>213-5600-6002</u>		PARTS SUPPLIES		26.89	
<u>CAREE39015</u>	Invoice	06/30/2018	LANDSCAPE PARTS	0.00	221.56	
	<u>213-5600-6002</u>		PARTS SUPPLIES		221.56	
HEA01	HEALTHWISE SERVICES, LLC	07/10/2018	Regular	0.00	400.00	49483

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>0000032776</u>	Invoice	06/30/2018	SHARP CONTAINERS 6-18	0.00	400.00	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/F...	SHARP CONTAINERS 6-18	200.00	
	<u>100-5615-6520</u>		PROFESSIONAL SERVICES/F...	SHARP CONTAINERS 6-18	200.00	
INT14	INTERSTATE GAS SERVICES, INC.	07/10/2018	Regular	0.00	7,367.40	49484
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>7021423</u>	Invoice	06/30/2018	REFUSE & SEWER SVCS	0.00	3,121.20	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES	SEWER SVCS MAR/APR	1,560.60	
	<u>402-5600-6520</u>		PROFESSIONAL SERVICES/F...	REFUSE SVCS MAR/APR	1,560.60	
<u>7021431</u>	Invoice	06/30/2018	REFUSE & SEWER SVCS	0.00	4,246.20	
	<u>401-5600-6520</u>		PROFESSIONAL SERVICES	SEWER SVCS MAY/JUN	3,092.91	
	<u>402-5600-6520</u>		PROFESSIONAL SERVICES/F...	REFUSE SVCS MAY/JUN	1,153.29	
MCC01	MCCORMICK, KABOT, JENNER & LEW	07/10/2018	Regular	0.00	909.60	49485
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>11147</u>	Invoice	06/30/2018	ATTORNEY SVCS 6-18	0.00	909.60	
	<u>100-5200-6520</u>		PROFESSIONAL SERVICES/F...	ATTORNEY SVCS 6-18	909.60	
MET01	METRO UNIFORM & ACCESSORI	07/10/2018	Regular	0.00	153.21	49486
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>172660</u>	Invoice	06/30/2018	PATCH & EMBROIDERY	0.00	24.38	
	<u>100-5400-5013</u>		UNIFORM	PATCH & EMBROIDERY	24.38	
<u>172782</u>	Invoice	06/30/2018	BOOTS FOR SALAS	0.00	128.83	
	<u>100-5400-5013</u>		UNIFORM	BOOTS FOR SALAS	128.83	
ONT00	ON TRAC	07/10/2018	Regular	0.00	5.66	49487
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>8800140</u>	Invoice	06/30/2018	DEPT OF WATER RESOURCES	0.00	5.66	
	<u>400-5600-6012</u>		POSTAGE, SHIPPING & FRE...	DEPT OF WATER RESOURCES	5.66	
PPA02	PARLIER POLICE ASSO.	07/10/2018	Regular	0.00	1,450.00	49488
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>6-18</u>	Invoice	06/30/2018	PPOA DUES 6-18	0.00	1,450.00	
	<u>100-22196</u>		PPOA DUES WITHHELD	PPOA DUES PD 6-14	700.00	
	<u>100-22196</u>		PPOA DUES WITHHELD	PPOA DUES PD 6-28	750.00	
QUI02	QUILL CORPORATION	07/10/2018	Regular	0.00	100.84	49489
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>8042741</u>	Invoice	06/30/2018	OFFICE SUPPLIES	0.00	100.84	
	<u>100-5200-6000</u>		OFFICE SUPPLIES	OFFICE SUPPLIES	100.84	
STA19	STATE OF CALIFORNIA	07/10/2018	Regular	0.00	202.00	49490
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>310600</u>	Invoice	06/30/2018	FINGER PRINTING 6-18	0.00	202.00	
	<u>100-5400-6544</u>		LAB ANALYSIS & TESTING	FINGER PRINTING 6-18	202.00	
SFF01	SWANSON-FAHRNEY FORD	07/10/2018	Regular	0.00	171,214.50	49491

## Check Report

Date Range: 06/29/2018 - 07/11/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1602</u>	Invoice	06/30/2018	PATROL CARS LEASE BUYBACK	0.00	171,214.50	
	<u>102-5400-7002</u>		VEH PURCHASE/LEASE		171,214.50	
SYS00	SYSO OF CENTRAL CALIFORNIA	07/10/2018	Regular	0.00	615.54	49492
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
<u>184634440</u>	Invoice	06/30/2018	PRESCHOOL MEAL SUPPLIES	0.00	615.54	
	<u>269-6303-6504</u>		FOOD SERVICES		615.54	
TER01	TERMINIX PROCESSING CTR.	07/10/2018	Regular	0.00	41.00	49493
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
<u>37689917</u>	Invoice	06/30/2018	745 TULARE AVE 6-18	0.00	41.00	
	<u>100-5618-6520</u>		PROFESSIONAL SERVICES		41.00	
USM01	U-SAVE MARKET	07/10/2018	Regular	0.00	58.20	49494
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
<u>5/31/18</u>	Invoice	06/30/2018	PRESCHOOL MEAL SUPPLIES	0.00	58.20	
	<u>269-6303-6504</u>		FOOD SERVICES		58.20	
YAM01	YAMABE & HORN ENGINEERING INC.	07/10/2018	Regular	0.00	17,750.99	49495
<b>Payable #</b>	<b>Payable Type</b>	<b>Post Date</b>	<b>Payable Description</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<b>Account Number</b>	<b>Account Name</b>	<b>Item Description</b>	<b>Distribution Amount</b>			
<u>40413</u>	Invoice	06/30/2018	TRACT 5607-PHASE 1	0.00	30.00	
	<u>100-5700-6519</u>		ENGINEERING FEES		30.00	
<u>40414</u>	Invoice	06/30/2018	TRACT 5607-PHASE 2	0.00	1,170.00	
	<u>100-5700-6519</u>		ENGINEERING FEES		1,170.00	
<u>40417</u>	Invoice	06/30/2018	COMM. DEV ACCOUNT	0.00	2,100.00	
	<u>100-5700-6519</u>		ENGINEERING FEES		2,100.00	
<u>40420</u>	Invoice	06/30/2018	HERITAGE PARK ADMIN	0.00	7,120.99	
	<u>211-5600-6519</u>		ENGINEERING FEES		7,120.99	
<u>40424</u>	Invoice	06/30/2018	TRACT 5607-PHASE 3	0.00	1,297.50	
	<u>100-5700-6519</u>		ENGINEERING FEES		1,297.50	
<u>40426</u>	Invoice	06/30/2018	ACADEMY & FIFTH PARCEL	0.00	80.00	
	<u>100-5700-6519</u>		ENGINEERING FEES		80.00	
<u>40427</u>	Invoice	06/30/2018	FHA OAK GROVE APTS	0.00	3,432.50	
	<u>100-5700-6519</u>		ENGINEERING FEES		3,432.50	
<u>40431</u>	Invoice	06/30/2018	2018 LLMD ASSESSMENTS	0.00	2,520.00	
	<u>213-5700-6519</u>		ENGINEERING FEES		2,520.00	

## Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	155	67	0.00	414,108.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>155</b>	<b>72</b>	<b>0.00</b>	<b>414,108.07</b>

**All Bank Codes Check Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	155	67	0.00	414,108.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>155</b>	<b>72</b>	<b>0.00</b>	<b>414,108.07</b>

**Fund Summary**

Fund	Name	Period	Amount
999	POOL FUND	6/2018	16,197.80
999	POOL FUND	7/2018	397,910.27
			<b>414,108.07</b>



CITY OF PARLIER

# Check Report

By Check Number

Date Range: 06/29/2018 - 07/11/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
PER01	CALPERS	07/03/2018	Bank Draft	0.00	15,090.54	DFT0000131
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>JUNE 9-22</u>	Invoice	06/30/2018	PERS CONTRIBUTIONS	0.00	15,090.54	
	<u>100-22104</u>		PERS PAYABLE		7,135.49	
	<u>100-5200-5010</u>		PERS-PENSION		140.64	
	<u>100-5300-5010</u>		PERS-PENSION		33.05	
	<u>100-5400-5010</u>		PERS-PENSION		3,795.39	
	<u>100-5410-5010</u>		PERS- PENSION		97.24	
	<u>100-5420-5010</u>		CE PERS-PENSION		112.97	
	<u>100-5610-5010</u>		PERS-PENSION		56.37	
	<u>100-5700-5010</u>		PERS-PENSION		291.40	
	<u>160-5400-5010</u>		PERS-PENSION		205.50	
	<u>203-5600-5010</u>		PERS-PENSION		80.26	
	<u>206-5600-5010</u>		PERS-PENSION		80.26	
	<u>213-5600-5010</u>		PERS-PENSION		49.15	
	<u>269-6303-5010</u>		PERS-PENSION		1,151.38	
	<u>400-5200-5010</u>		PERS PENSION		246.12	
	<u>400-5300-5010</u>		PERS PENSION		238.16	
	<u>400-5600-5010</u>		PERS PENSION		353.30	
	<u>401-5200-5010</u>		PERS PENSION		246.12	
	<u>401-5300-5010</u>		PERS PENSION		238.17	
	<u>401-5600-5010</u>		PERS PENSION		300.63	
	<u>402-5300-5010</u>		PERS PENSION		113.54	
	<u>602-8100-5010</u>		PERS-PENSION		55.08	
	<u>602-8100-5010</u>		PERS-PENSION		70.32	

**Bank Code APBNK Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	15,090.54
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>15,090.54</b>

**All Bank Codes Check Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	15,090.54
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>15,090.54</b>

**Fund Summary**

Fund	Name	Period	Amount
999	POOL FUND	7/2018	15,090.54
			<b>15,090.54</b>



## CITY OF PARLIER

Refund Check Register  
Refund Check Detail

UBPKT01263 - Refunds 01 UBPKT01262 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
010-0585-003	ADELAIDO, GUTIERREZ R P.O. BOX 474 PARLIER, CA 93648	7/5/2018	49431	154.41	W	001154122	154.41	Deposit
016-0129-006	HOLDINGS, CIVIC REAL ESTATE III 2015 MANHATTAN BEACH BLVD. STE#100 REDONDO BEACH, CA 90278	7/5/2018	49432	50.62			50.62	Generated From Billing
022-0765-004	DAISY, NUNEZ-SOTO 765 'H' ST PARLIER, CA 93648	7/5/2018	49433	154.41	W	00116719	154.41	Deposit
032-0459-003	HUMBERTO G., GARCIA, 459 PROGRESO DR 342 STANISLAUS AVE. PARLIER, CA 93648	7/5/2018	49434	13.58			13.58	Generated From Billing
050-3700-004	FENN, YOUTH CENTER OF AMERICA/JENN P.O. BOX 453 PARLIER, CA 93648	7/5/2018	49435	154.41	W	00115045	154.41	Deposit
052-3740-007	JOSE GENEI, TORRES MATA, 13740 AMIGO ST PARLIER, CA 93648	7/5/2018	49436	49.84			49.84	Generated From Billing
082-3580-006	JUANA, VASQUEZ MARTINEZ 13580 SIXTH PARLIER, CA 93648	7/5/2018	49437	154.41	W	00116715	154.41	Deposit
Total Refunds: 7			Total Refunded Amount:	731.68				

## Revenue Code Summary

Revenue Code	Amount
101 - WATER DEPOSIT	617.64
996 - UNAPPLIED CREDIT	114.04
Revenue Total:	731.68

## General Ledger Distribution

Posting Date: 06/22/2018

Fund:	Account Number	Account Name	Posting Amount	IFT
400 - WATER	400-11106	CASH POOL	-731.68	Yes



# General Ledger Distribution

Posting Date: 06/22/2018

Account Number	Account Name	Posting Amount	IFT
400-13104	A/R UTILITIES	114.04	
400-23100	UTILITIES DEPOSIT LIABILITY	617.64	
	400 Total:	0.00	
Fund: 999 - POOL FUND			
999-11100	GENERAL CHECKING	-731.68	
999-24400	DUE TO WATER	731.68	Yes
	999 Total:	0.00	
	Distribution Total:	0.00	



CITY OF PARLIER

Refund Check Register  
Refund Check Detail

UBPKT01278 - Refunds 01 UBPKT01277 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
800-0260-000	CONSTRUCTION, DON BERRY 17 ST P.O. BOX 620 SELMA, CA 93662	7/5/2018	49438	1,501.92			1501.92	Generated From Billing
Total Refunds: 1				Total Refunded Amount:			1,501.92	

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDIT	1501.92
Revenue Total:	1501.92

General Ledger Distribution

Posting Date: 07/05/2018

	Account Number	Account Name	Posting Amount	IFT
Fund: 400 - WATER	400-11106	CASH POOL	-1,501.92	Yes
	400-13104	A/R UTILITIES	1,501.92	
	400 Total:		0.00	
Fund: 999 - POOL FUND	999-11100	GENERAL CHECKING	-1,501.92	
	999-24400	DUE TO WATER	1,501.92	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



## **MINUTES**

### **A MEETING OF THE CITY COUNCIL OF THE CITY OF PARLIER**

#### **SPECIAL MEETING**

**THURSDAY, July 5, 2018**

#### **CALL TO ORDER/WELCOME:**

The Special Meeting of the City Council of the City of Parlier was held in the City Council chambers located at 1100 E. Parlier Avenue, Parlier, California 93648. The Special Meeting was called to order by Mayor Alma Beltran at 6:30 p.m.

**ROLL CALL:** Mayor Alma M. Beltran, Mayor Pro-Tem Jose Escoto, Councilwoman Diane Maldonado, Councilman, Trinidad Pimental and City Clerk Dorothy Garza.

**Absent:** Councilman Noe Rodriguez.

**Staff present:** Police Chief Jose Garza, City Attorney Mary Lerner and City Manager Sam Escobar.

**Flag Salute:** Mayor Alma M. Beltran

#### **ADDITIONS/DELETIONS TO THE AGENDA:**

#### **PRESENTATIONS/INFORMATIONAL:**

1. Swearing In Ceremony for 4 New Police Officers.  
Chief Garza introduced officers Chris Neal O'Bryan , Jesse Ornales, Raymundo Lopez Gutierrez and Tunizian Bustos. The Chief also thanked the families and friends for supporting the officers. City Clerk Dorothy Garza read the Oath of Office to the Officers.

2. Chief Garza to provide crime view update.

Chief Garza gave a updated report on the criminal activity in the Community.

2018 there has been 1 homicide, 2 rapes, 5 robberies and 58 Burglaries. Calls for service have increased. People have been reporting crime.

**PUBLIC COMMENTS:** None,

**Note:** State law allows the Council to briefly respond to questions on items raised by the public, which are not on the agenda. Government Code Section 54954.2(a). Alternatively, the Council may choose to direct staff to provide information at a following meeting. Any member of the public may comment on any matter within the jurisdiction of the City that is not on the agenda. Those wishing to comment should be recognized by the Mayor and approach the podium. Comments are limited to five (5) minutes.

**CONSENT CALENDAR:**

**City Council:**

3. Approved the Check Reports dated June 14, 2018 through June 28, 2018.
4. Waived the fees for the Senior Center for Bear Creek Orchards, Inc. to offer employment opportunities to our local residents on July 13 and 14 , 2018.

**\*Note:** Mayor Beltran pulled item 4 for discussion

**M/S/C:** Motion to approve item 3 of the Consent Calendar by Pimentel, 2<sup>nd</sup> by Maldonado Vote: 4 – 0, 1 absent and carried.

**M/S/C:** Motion to approve item 4 of the Consent Calendar by Maldonado, 2<sup>nd</sup> by Escoto Vote: 4 – 0, 1 absent and carried.

**ADMINISTRATIVE REPORTS:**

**ADMINISTRATION:**

5. **SUBJECT:**Discussion and Direction to City Manager Regarding Consulting Services to Assist with November 2018 Utility Users Tax Measures.

The CityCouncil gave direction to contract for (1) public outreach consulting services to support the distribution of educational information about the November 2018 Utility Users Tax Measures; and (2) Taussig and Associates strategic advisory services.

**BRIEF COMMENTS: COUNCILCOMMUNICATIONS/COMMENTS:**

**CITY MANAGER: Sam Escobar**

Mr. Escobar reported that 2 of the employees in the finance Department quit, and the building inspector resigned. The City is looking for an temporary inspector in the mean time. The Administrator assistant/ is out ill and staff is cross training one of the employees. City Manager thanked the Police Chief for making his job easier. Chief has a good plan.

**CITY ATTORNEY – Mary Lerner**

**CITY COUNCIL**

**Escoto-** Chief Garza doing a good job.

**Mayor Beltran-**Police Chief leadership shows.

**PUBLIC COMMENTS ON CLOSED SESSION: None.**

(THIS PORTION OF THE MEETING IS RESERVED FOR PERSONS DESIRING TO ADDRESS THE COUNCIL ON AN ITEM WHICH IS TO BE CONSIDERED DURING CLOSED SESSION. SPEAKERS SHOULD LIMIT THEIR COMMENTS TO FIVE (5) MINUTES.)

**CLOSED SESSION: (7:38 p.m. to 7:53 p.m.)**

**6. Government Code Section 54957PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: City Manager

**7.Government Code Section 54957.6 CONFERENCE WITH LABOR NEGOTIATORS**

Agency representative: Sam Escobar, City Manager and Mary Lerner,City Attorney

Employee Organization: Unrepresented Employee-City Manager

**CLOSED SESSION ACTION:**

City Council approved the City Manager's next step raise to step 2.

**ADJOURNMENT:**

Mayor Alma Beltran adjourned the meeting at 7:53 p.m.

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Dorothy Garza – City Clerk

**Resolutions adopted- None.**

**Ordinances adopted: None.**

ADA Notice: In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 646-3545 ext. 227. Notification 48 hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall located at 1100 E. Parlier Avenue, Parlier, CA during normal business hours. In addition, most documents are posted on the City's website at [parlier.ca.us](http://parlier.ca.us)

### **STATEMENT ON RULES OF DECORUM AND ENFORCEMENT**

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Parlier City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

### **GENERAL RULES OF DECORUM**

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Council members if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impeded the orderly conduct of any Council meeting.



## STAFF REPORT

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TO: PARLIER CITY COUNCIL

FROM: Sam Escobar, City Manager

DATE: July 19, 2018

SUBJECT: UUT Ballot Measures and Ordinance

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### **Subject/Discussion:**

The City Council placed a Utility Users Tax ("UUT") on the on the June 5, 2018 ballot and an advisory measure directing that, if the UUT measure passed, the Council should use the tax revenues for fire protection services. The measures were necessary to ensure that the City is financially able to continue to provide essential fire protection services, among others, and to comply with the California Department of Forestry and Fire ("CalFire") 2016 settlement agreement. Although the measure was to approve a general tax and required only a 50 percent plus one (50% + 1) vote to pass, it failed by only 86 votes.

The Council has decided to place virtually the same measure on the November 6, 2018 election ballot again to secure funding for essential services, including fire protection services, and to comply with the CalFire settlement. In light of the June ballot failure, the Council must go through many of the same steps to place the measures on the November ballot that it did to place the measures on the June ballot. Those measures include passing (1) an ordinance to implement the tax contingent upon the November ballot measure passing, (2) adopting a resolution calling for the election on the UUT tax measure and requesting consolidation with other measures on the November ballot, and (3) adopting a similar resolution to place the advisory measure on the November ballot.

### **Recommendation:**

Staff recommends that the City Council conduct the first reading of the new UUT ordinance and adopt both resolutions calling for the election and consolidation of both the tax and advisory measures on the November ballot.

**EXHIBIT "A" TO RESOLUTION NO. 2018-38**

**ORDINANCE NO. 2018-05**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
PARLIER AMENDING TITLE 3 OF THE PARLIER  
MUNICIPAL CODE TO ADD CHAPTER 3.17 TO IMPOSE A  
UTILITY USERS TAX RELATING TO GAS, ELECTRICITY,  
AND TELECOMMUNICATIONS SERVICES**

The City Council of the City of Parlier ordains as follows:

**SECTION 1.** The City of Parlier Municipal Code is hereby amended to add Chapter 3.17 to read as follows:

**Chapter 3.17 UTILITY USERS TAX**

- 3.17.010 Short title
- 3.17.020 General tax
- 3.17.030 Definitions
- 3.17.040 Telecommunications users tax
- 3.17.050 Electricity users tax
- 3.17.060 Gas users tax
- 3.17.070 Collection of tax from service users receiving direct purchase of gas or electricity
- 3.17.080 Effect of commingling taxable items with non-taxable items
- 3.17.090 Constitutional and statutory exemptions
- 3.17.100 Accurate jurisdictional boundaries
- 3.17.110 Substantial nexus/minimum contacts
- 3.17.120 Temporary tax percentage reduction and reinstatement tax percentage without election
- 3.17.130 Duty to collect and remit – procedures
- 3.17.140 Filing return and payment
- 3.17.150 Collection penalties – service suppliers and self-collectors
- 3.17.160 Deficiency determination and assessment – tax application errors
- 3.17.170 Administrative remedy – nonpaying service users
- 3.17.180 Actions to collect
- 3.17.190 Additional powers and duties of the tax administrator



- 3.17.200 Records
- 3.17.210 Refunds
- 3.17.220 Appeals
- 3.17.230 Independent audit of tax collection, exemption, remittance and expenditure
- 3.17.240 No injunction/writ of mandate
- 3.17.250 Remedies cumulative
- 3.17.260 Notice of changes to ordinance
- 3.17.270 Severability
- 3.17.280 Penalties
- 3.17.290 Future amendment to cited statute
- 3.17.300 Effect of State and Federal reference – Authorization

### **3.17.010 Short title**

This chapter shall be known as the “Utility Users Tax Ordinance.”

### **3.17.020 General tax**

The taxes enacted by this Ordinance are general taxes as defined in Article XIII C of the California Constitution to create needed revenue to preserve the safety and quality of life of the City of Parlier. The tax revenue generated by the utility users taxes described in this ordinance will be used to supplement the general fund.

### **3.17.030 Definitions**

Except where the context otherwise requires, the definitions given in this Section govern the construction of this Chapter:

- (a) “Ancillary communication services” means services that are associated with or incidental to the provision, use or enjoyment of telecommunications services, including but not limited to the following services:
  - (1) “Conference bridging service” means a service that links two or more participants of an audio or video conference call and may include the provision of a telephone number. Conference bridging service does not include the telecommunications services used to reach the conference bridge.
  - (2) “Detailed telecommunications billing service means a service of separately stating information pertaining to individual calls on a customer’s billing statement.

- (3) "Directory assistance" means a service of providing telephone number information, and/or address information.
- (4) "Vertical service" means a service that is offered in connection with one or more telecommunications services, which offers advanced calling features that allow customers to identify callers and to manage multiple calls and call connections, including conference bridging services.
- (5) "Voicemail service" means a service that enables the customer to store, send or receive recorded messages. Voicemail service does not include any vertical services that the customer may be required to have to utilize the voicemail service.
- (c) "Billing Address" means the mailing address of the service user where the service supplier submits invoices or bills for payment by the service user.
- (d) "City" means the City of Parlier.
- (e) "City Manager" means the City Manager of City, or his or her authorized representative.
- (f) "Communication Services" means: "telecommunication services," and "ancillary communication services."
- (g) "Gas" means natural or manufactured gas or any alternate hydrocarbon fuel, which may be substituted therefor.
- (h) "Month" means a calendar month.
- (i) "Municipal Organization" shall mean that statewide organization sanctioned by the League of California Cities, or created by statute or by voluntary action, whose purpose is to facilitate the development and dissemination of uniform rulings or interpretations regarding the application of utility users taxes to telecommunication services in the State of California.
- (j) "Non-Utility Service Supplier" means:
  - (1) a service supplier, other than a supplier of electric distribution services to all or a significant portion of the City, which generates electricity for sale to others, and shall include, but is not limited to, any publicly-owned electric utility, investor-owned utility, cogenerator, distributed generation provider, exempt wholesale generator (15 U.S.C. Section 79z-5a), municipal utility district, federal power marketing agency, electric rural cooperative, or other supplier or seller of electricity;
  - (2) an electric service provider ("ESP"), electricity broker, marketer, aggregator, pool operator, or other electricity supplier other than a supplier of electric distribution services to all or a significant portion of the City, which sells or supplies electricity or

supplemental services to electricity users within the City; and

- (3) a gas service supplier, aggregator, marketer or broker, other than a supplier of gas distribution services to all or a significant portion of the City, which sells or supplies gas or supplemental services to gas users within the City.
- (k) "Person" means, without limitation, any domestic, non-profit or foreign corporation; firm; association; syndicate; joint stock company; partnership of any kind; limited liability company; joint venture; club; trust; California business or common law trust; estate; society; cooperative; receiver, trustee, guardian or other representative appointed by order of any court; any natural individual; municipal district or municipal corporation, other than the City.
- (l) "Place of Primary Use" means the street address representative of where the customer's use of the gas, electric and/or telecommunications service primarily occurs, which must be the residential street address or the primary business street address of the customer.
- (m) "Post-paid telecommunication service" means the telecommunication service obtained by making a payment on a communication-by-communication basis either through the use of a credit card or payment mechanism such as a bank card, travel card, credit card, or debit card, or by charge made to a service number which is not associated with the origination or termination of the telecommunication service.
- (n) "Prepaid telecommunication service" means the right to access telecommunication services, which must be paid for in advance and which enables the origination of telecommunications using an access number or authorization code, whether manually or electronically dialed, and that is sold in predetermined units or dollars of which the number declines with use in a known amount.
- (o) "Private telecommunication service" means a telecommunication service that entitles the customer to exclusive or priority use of a telecommunications channel or group of channels between or among termination points, regardless of the manner in which such channel or channels are connected, and includes switching capacity, extension lines, stations, and any other associated services that are provided in connection with the use of such channel or channels. A telecommunications channel is a physical or virtual path for telecommunications over which signals are transmitted between or among customer channel termination points (*i.e.*, the location where the customer either inputs or receives the telecommunications).
- (p) "Service Address" means the residential street address or the business street address of the service user. For a telecommunication service user, "service address" means either:
  - (1) The location of the telecommunication equipment from which the communication originates or terminates, regardless of where the telecommunication service is billed or paid; or,

- (2) If the location in subsection (1) of this definition is unknown (*e.g.*, wireless telecommunications service or VoIP service), the service address means the location of the service user's place of primary use.
- (3) For prepaid telecommunication service, "service address" means the location associated with the service number.
- (q) "Service Supplier" means any person, including the City, who provides or sells telecommunication, electric, or gas service to a user of such services within the City. The term shall include any person required to collect, or self-collect under Section 3.17.060 of this Chapter, and remit a tax as imposed by this Chapter, including its billing agent in the case of electric, gas or telecommunications service suppliers.
- (r) "Service User" means a person required to pay a tax imposed by this Chapter.
- (s) "State" means the State of California.
- (t) "Tax Administrator" means the City Manager of the City of Parlier or his or her designee.
- (u) "Telecommunications services" means the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, using traditional "plain old telephone service ("POTS") or wireless telephone (cellular") service, including but not limited to, digital subscriber line ("DSL"), fiber optic, and/or coaxial cable. The term "telecommunications service" includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code or protocol of the content for purposes of transmission, conveyance or routing without regard to whether such service is referred to as "voice over internet protocol" (VoIP) services or is classified by the Federal Communications Commission as enhanced or value added, and includes video and/or data service that is functionally integrated with "telecommunication services." Telecommunications services include, but is not limited to the following services, regardless of the manner or basis on which such services are calculated or billed: ancillary communication services; intrastate, interstate and international telecommunication services; wireless telecommunications service; prepaid telecommunication service; post-paid telecommunication service; private telecommunication service; paging service; 800 service (or any other toll-free numbers designated by the Federal Communications Commission); 900 service (or any other similar numbers designated by the Federal Communications Commission for services whereby subscribers who call in to pre-recorded or live service); and value-added non-voice data service.
- (v) "Value-added non-voice data service" means a service that otherwise meets the definition of "telecommunications services" in which computer processing applications are used to act on the form, content, code, or protocol of the information or data primarily for a purpose other than transmission, conveyance or routing.

- (w) "Voice over Internet Protocol" or "VoIP" means a service that allows a customer to make voice calls using a broadband Internet connection instead of a regular (or analog) phone line. VoIP services include, but are not limited to, those that allow one customer to call other people who use the same service, and others that allow a customer to call anyone who has a telephone number, including local, long distance, mobile, and international numbers. VoIP services may work using a computer or a special VoIP phone, but may also work using a traditional phone connected to a VoIP adapter.
- (x) "Wireless Telecommunications Service" has the same meaning and usage as set forth in the Mobile Telecommunications Sourcing Act (4 U.S.C. Section 124) and the regulations thereunder.

### **3.17.040 Telecommunications Users Tax**

- (a) There is hereby imposed a tax upon every person in the City using telecommunication services. The tax imposed by this section shall be at the rate of four percent (4%) of the charges made for such services and shall be collected from the service user by the telecommunication services supplier or its billing agent. There is a rebuttable presumption that telecommunication services, which are billed to a billing or service address in the City, are used, in whole or in part, within the City's boundaries, and such services are subject to taxation under this Chapter. If the billing address of the service user is different from the service address, the service address of the service user shall be used for purposes of imposing the tax. As used in this Section, the term "charges" shall include the value of any other services, credits, property of every kind or nature, or other consideration provided by the service user in exchange for the telecommunication services.
- (b) "Wireless Telecommunications Service" shall be sourced in accordance with the sourcing rules set forth in the Mobile Telecommunications Sourcing Act (4 U.S.C. Section 124). The Tax Administrator may issue and disseminate to telecommunication service suppliers, which are subject to the tax collection requirements of this Chapter, sourcing rules for the taxation of other telecommunication services, including but not limited to post-paid telecommunication services, prepaid telecommunication services, and private telecommunication services, provided that such rules are based upon custom and common practice that further administrative efficiency and minimize multi-jurisdictional taxation.
- (c) The Tax Administrator may issue and disseminate to telecommunication service suppliers, which are subject to the tax collection requirements of this Chapter, an administrative ruling identifying those telecommunication services, or charges therefor, that are subject to the tax of subsection (a) above. This administrative ruling shall not impose a new tax, revise an existing tax methodology as stated in this Section, or increase an existing tax, but shall be deemed an administrative adjustment as provided by California Government Code Section 53750(h)(2)(A).

- (d) To facilitate the uniform interpretation and application of similar ordinance provisions in other local jurisdictions in the State, the Tax Administrator shall, prior to issuing and disseminating a sourcing rule or an administrative tax ruling, submit its proposed sourcing rule or administrative tax ruling to the Municipal Organization for review and comment, according to the rules and procedures of that organization, or its successor organization.
- (e) As used in this section, the term "telecommunication services" shall not include charges for services paid for by inserting coins in coin-operated telephones except that where such coin-operated telephone service is furnished for a guaranteed amount, the amounts paid under such guarantee plus any fixed monthly or other periodic charge shall be included in the base for computing the amount of tax due.
- (f) To prevent actual multi-jurisdictional taxation of telecommunication services subject to tax under this section, any service user, upon proof to the Tax Administrator that the service user has previously paid the same tax in another state or city on such telecommunication services, shall be allowed a credit against the tax imposed to the extent of the amount of such tax legally imposed in such other state or city; provided, however, the amount of credit shall not exceed the tax owed to the City under this section.
- (g) The tax on telecommunication services imposed by this section shall be collected from the service user by the service supplier. The amount of tax collected in one (1) month shall be remitted to the Tax Administrator, and must be received by the Tax Administrator on or before the twentieth (20th) day of the following month.

### **3.17.050 Electricity Users Tax**

- (a) There is hereby imposed a tax upon every person using electricity in the City. The tax imposed by this section shall be at the rate of four percent (4%) of the charges made for such electricity, and for any supplemental services or other associated activities directly related to and/or necessary for the provision of electricity to the service user, which are provided by a service supplier or non-utility service supplier to a service user. The tax shall be collected from the service user by the service supplier or non-utility service supplier, or its billing agent.
- (b) As used in this section, the term "charges" shall apply to all services, components and items that are: 1) necessary for or common to the receipt, use or enjoyment of electric service; or, 2) currently are or historically have been included in a single or bundled rate for electric service by a local distribution company to a class of retail customers. The term "charges" shall include, but is not limited to, the following charges:
  - (1) energy charges;
  - (2) distribution or transmission charges;
  - (3) metering charges;

- (4) stand-by, reserves, firming, ramping, voltage support, regulation, emergency, or other similar charges for supplemental services to self-generation service users;
  - (5) customer charges, late charges, service establishment or reestablishment charges, demand charges, fuel or other cost adjustments, power exchange charges, independent system operator ("ISO") charges, stranded investment or competitive transition charges ("CTC"), public purpose program charges, nuclear decommissioning charges, trust transfer amounts (bond financing charges), franchise fees, franchise surcharges, annual and monthly charges, and other charges, fees or surcharges which are necessary for or common to the receipt, use or enjoyment of electric service; and,
  - (6) charges, fees, or surcharges for electricity services or programs which are mandated by the California Public Utilities Commission or the Federal Energy Regulatory Commission, without regard for whether such charges, fees, or surcharges appear on a bundled or line item basis on the customer billing.
- (c) As used in this section, the term "charges" shall include the value of any other services, credits, property of every kind or nature, or other consideration provided by the service user in exchange for the electricity or services related to the provision of such electricity.
- (d) The Tax Administrator, from time to time, may survey the electric service suppliers to identify the various unbundled billing components of electric retail service that they commonly provide to residential and commercial/industrial customers in the City, and the charges therefor, including those items that are mandated by State or federal regulatory agencies as a condition of providing such electric service. The Tax Administrator, thereafter, may issue and disseminate to such electric service suppliers an administrative ruling identifying those components and items which are: 1) necessary for or common to the receipt, use or enjoyment of electric service; or, 2) currently are or historically have been included in a single or bundled rate for electric service by a local distribution company to a class of retail customers. Charges for such components and items shall be subject to the tax of subsection (a) above.
- (e) As used in this section, the term "using electricity" shall not include the mere receiving of such electricity by an electrical corporation or governmental agency at a point within the City for resale.
- (f) The tax on electricity provided by self-production or by a non-utility service supplier not under the jurisdiction of this Chapter shall be collected and remitted in the manner set forth in Section 3.17.070 of this Chapter. All other taxes on charges for electricity imposed by this section shall be collected from the service user by the electric service supplier or its billing agent.
- (g) The amount of tax collected in one (1) month shall be remitted to the Tax Administrator, and must be received by the Tax Administrator on or before the twentieth (20th) day of the following month.

### 3.17.060 Gas Users Tax

- (a) There is hereby imposed a tax upon every person using gas in the City, which is transported and delivered through a pipeline distribution system. The tax imposed by this section shall be at the rate of four percent (4%) of the charges made for such gas, including all services related to the storage, transportation and delivery of such gas. The tax shall be collected from the service user by the service supplier or non-utility service supplier, or its billing agent.
- (b) As used in this section, the term "charges" shall apply to all services, components and items for gas service that are: 1) necessary for or common to the receipt, use or enjoyment of gas service; or, 2) currently are, or historically have been, included in a single or bundled rate for gas service by a local distribution company to a class of retail customers. The term "charges" shall include, but is not limited to, the following charges:
  - (1) the commodity charges for purchased gas, or the cost of gas owned by the service user (including the actual costs attributed to drilling, production, lifting, storage, gathering, trunkline, pipeline, and other operating costs associated with the production and delivery of such gas), which is delivered through a gas pipeline distribution system;
  - (2) gas transportation charges (including interstate charges to the extent not included in commodity charges);
  - (3) storage charges; provided, however, that the service supplier shall not be required to apply the tax to any charges for gas storage services when the service supplier cannot, as a practical matter, determine the jurisdiction where such stored gas is ultimately used; but it shall be the obligation of the service user to self-collect the amount of tax not applied to any charge for gas storage by the service supplier and to remit the tax to the appropriate jurisdiction;
  - (4) capacity or demand charges, late charges, service establishment or reestablishment charges, transition charges, customer charges, minimum charges, annual and monthly charges, and any other charges which are necessary for or common to the receipt, use or enjoyment of gas service; and,
  - (5) charges, fees, or surcharges for gas services or programs which are mandated by the California Public Utilities Commission or the Federal Energy Regulatory Commission, whether or not such charges, fees, or surcharges appear on a bundled or line item basis on the customer billing.
- (c) As used in this section, the term "charges" shall include the value of any other services, credits, property of every kind or nature, or other consideration provided by the service user in exchange for the gas or services related to the delivery of such gas.
- (d) The Tax Administrator, from time to time, may survey the gas service suppliers to identify the various unbundled billing components of gas retail service that they commonly provide to residential and commercial/industrial customers in the City, and the



charges therefor, including those items that are mandated by State or federal regulatory agencies as a condition of providing such gas service. The Tax Administrator, thereafter, may issue and disseminate to such gas service suppliers an administrative ruling identifying those components and items which are: 1) necessary for or common to the receipt, use or enjoyment of gas service; or, 2) currently are or historically have been included in a single or bundled rate for gas service by a local distribution company to a class of retail customers. Charges for such components and items shall be subject to the tax of subsection (a) above.

- (e) There shall be excluded from the calculation of the tax imposed in this section, charges made for gas which is to be resold and delivered through a pipeline distribution system.
- (f) The tax on gas provided by self-production or by a non-utility service supplier not under the jurisdiction of this Chapter shall be collected and remitted in the manner set forth in Section 3.17.070 of this Chapter. All other taxes on charges for gas imposed by this section shall be collected from the service user by the gas service supplier or its billing agent. The amount of tax collected in one (1) month shall be remitted to the Tax Administrator, and must be received by the Tax Administrator, on or before the twentieth (20th) day of the following month.

### **3.17.070 Collection of Tax from Service Users Receiving Direct Purchase of Gas or Electricity**

- (a) Any service user subject to the tax imposed by Section 3.17.050 or by Section 3.17.060 of this Chapter, which produces gas or electricity for self-use; which receives gas or electricity, including any related supplemental services, directly from a non-utility service supplier not under the jurisdiction of this Chapter; or which, for any other reason, is not having the full tax collected and remitted by its service supplier, a non-utility service supplier, or its billing agent on the use of gas or electricity in the City, including any related supplemental services, shall report said fact to the Tax Administrator and shall remit the tax due directly to the Tax Administrator within thirty (30) days of such use. In lieu of paying said actual tax, the service user may, at its option, remit to the Tax Administrator within thirty (30) days of such use an estimated amount of tax measured by the tax billed in the previous month, or upon the payment pattern of similar customers of the service supplier using similar amounts of gas or electricity, provided that the service user shall submit an adjusted payment or request for credit, as appropriate, within sixty (60) days following each calendar quarter. The credit, if approved by the Tax Administrator, may be applied against any subsequent tax bill that becomes due.
- (b) The Tax Administrator may require said service user to identify its non-utility service supplier and provide, subject to audit: invoices; books of account; or other satisfactory evidence documenting the quantity of gas or electricity used, including any related supplemental services, and the cost or price thereof. If the service user is unable to provide such satisfactory evidence, or if the administrative cost of calculating the tax in the opinion of the Tax Administrator is excessive, the Tax Administrator may determine the tax by applying the tax rate to the equivalent charges the service user would have

incurred if the gas or electricity used, including any related supplemental services, had been provided by the service supplier that is the primary supplier of gas or electricity within the City. The tax rate imposed by this section shall be at the rate of four percent (4%) of the charges made, including all services related to the storage, transportation and delivery of such gas or electricity.

### **3.17.080 Effect of Commingling Taxable Items with Non-Taxable Items**

Except as otherwise provided by applicable federal or State law, if any nontaxable charges are combined with and not separately stated from taxable service charges on the customer bill or invoice of a service supplier, the combined charge is subject to tax unless the service supplier identifies, by reasonable and verifiable standards, the portions of the combined charge that are nontaxable and taxable through the service supplier's books and records kept in the regular course of business, and in accordance with generally accepted accounting principles. The service supplier has the burden of proving the proper apportionment of taxable and non-taxable charges.

### **3.17.090 Constitutional and Statutory Exemptions**

(a) Nothing in this Chapter shall be construed as imposing a tax upon:

(1) any person or service when imposition of such tax upon that person or service would be in violation of a federal or State statute, the Constitution of the United States or the Constitution of the State of California; or

(2) the City.

(b) Any person who is exempt from the tax imposed by this Chapter pursuant to subsection (a) shall file an application with the Tax Administrator for an exemption; provided, however, this requirement shall not apply to a service user that is a State or federal agency or subdivision with a commonly recognized name. Said application shall be made upon a form approved by the Tax Administrator and shall state those facts, declared under penalty of perjury, which qualify the applicant for an exemption, and shall include the names of all utility service suppliers serving that service user. If deemed exempt by the Tax Administrator, such service user shall give the Tax Administrator timely written notice of any change in utility service suppliers so that the Tax Administrator can properly notify the new utility service supplier of the service user's tax exempt status. A service user that fails to comply with this Section shall not be entitled to a refund of utility users taxes collected and remitted to the Tax Administrator from such service user as a result of such non-compliance. Upon request of the Tax Administrator, a service supplier or non-utility service supplier, or its billing agent, shall provide a list of the names and addresses of those customers which, according to its billing records, are deemed exempt from the utility users tax.

(c) The City Council may, by resolution, establish one or more classes of persons or one or more classes of utility service otherwise subject to payment of a tax imposed by this Chapter 3.17 and provide that such classes of persons or service shall be exempt, in

whole or in part from such tax for a specified period of time.

- (d) The decision of the Tax Administrator may be appealed pursuant to Section 3.17.220 of this Chapter. Filing an application with the Tax Administrator and appeal to the City Administrator pursuant to Section 3.17.220 of this Chapter is a prerequisite to a suit thereon.

### **3.17.100 Accurate jurisdictional boundaries**

The City shall make available, upon request, an accurate description of its jurisdictional boundaries based on street addresses and/or ZIP Plus Four, in an electronic format. If a service supplier relies upon such information provided by City, it shall not be responsible for any errors in taxation that may result.

### **3.17.110 Substantial Nexus / Minimum Contacts**

For purposes of imposing a tax or establishing a duty to collect and remit a tax under this Chapter, "substantial nexus" and "minimum contacts" shall be construed broadly in favor of the imposition, collection and/or remittance of the utility users tax to the fullest extent permitted by State and federal law, and as it may change from time to time by judicial interpretation or by statutory enactment. Any telecommunication service (including VoIP) used by a person with a service address in the City, which service is capable of terminating a call to another person on the general telephone network, shall be subject to a rebuttable presumption that "substantial nexus/minimum contacts" exists for purposes of imposing a tax, or establishing a duty to collect and remit a tax, under this Chapter.

### **3.17.120 Temporary Tax Percentage Reduction and Reinstatement of Tax Percentage without Election**

The City Council may, by resolution and upon a majority vote of the Council, temporarily reduce the tax percentage in Sections 3.17.040 through 3.17.060 for a period of no more than twelve (12) months. The Tax Administrator shall implement the temporary tax reduction by giving sixty (60) days written notice to all affected service suppliers as required by Public Utilities Code Section 799. At the end of the twelve- (12-) month period, the original tax percentage shall be automatically reinstated without further notice or action by the City Council.

In a resolution granting a temporary tax rebate or tax reduction, the City Council shall make the following finding: The temporary tax reduction shall not adversely affect the City's ability to meet its financial obligations as contemplated in its current or its proposed budget.

Nothing herein shall prohibit the City Council from adopting consecutive temporary tax percentage reductions, as provided herein.

As stated in Government Code Section 9611, the enactment of a temporary tax percentage reduction by the City Council shall not constitute a repeal of one or more of the original provisions of this Chapter. Upon the expiration of the time of the temporary tax percentage

reduction, the original provisions of this Chapter shall have the same force and effect as if the temporary tax percentage reduction had not been enacted. Nothing herein is intended to constitute a decrease in a tax, or an increase in a tax requiring election approval under California Constitution Article XIIC; and to the extent that any aspect of a temporary tax percentage reduction is found to invoke such a requirement, the entire temporary tax percentage reduction shall be deemed null and *void ab initio*, and there shall be no entitlement to such tax reduction for any service user.

### **3.17.130 Duty to Collect and Remit – Procedures**

The duty of service suppliers to collect and remit the taxes imposed by the provisions of this Chapter shall be performed as follows:

- (a) The tax shall be collected insofar as practicable at the same time as, and along with, the charges made in accordance with the regular billing practice of the service supplier. Where the amount paid by a service user to a service supplier is less than the full amount of the charge and tax which was accrued for the billing period, a proportionate share of both the charge and the tax shall be deemed to have been paid. In those cases where a service user has notified the service supplier of refusal to pay the tax imposed on said charges, Section 3.17.170 shall apply.
- (b) The duty of a service supplier to collect the tax from a service user shall commence with the beginning of the first regular billing period applicable to the service user where all charges normally included in such regular billing are subject to the provisions of this Chapter. Where a person receives more than one billing, one or more being for different periods than another, the duty to collect shall arise separately for each billing period.

### **3.17.140 Filing return and payment**

Each person required by this Chapter to remit a tax shall file a return with the Tax Administrator or his or her designated agent, on forms approved by the Tax Administrator on or before the due date. The full amount of the tax owed shall be included with the return and filed with the Tax Administrator or his or her designated agent. The Tax Administrator is authorized to require such additional information as he or she deems necessary to determine if the tax is being levied, collected and remitted in accordance with this Chapter. Returns are due immediately upon cessation of business for any reason. Pursuant to California Revenue and Tax Code Section 7284.6, the Tax Administrator, and its agents, shall maintain such filing returns as confidential information.

### **3.17.150 Collection Penalties - service suppliers or self-collectors**

- (a) Taxes collected from a service user, or self-collected by a service user subject to Section 3.17.070 of this Chapter, are delinquent if not received by the Tax Administrator on or before the due date. Should the due date occur on a weekend or legal holiday, the return must be received by the Tax Administrator on or before the first regular working day following the weekend or legal holiday. A direct deposit, including electronic fund

transfers and other similar methods of electronically exchanging monies between financial accounts, made by a service supplier in satisfaction of its obligations under this subsection shall be considered timely if the transfer is initiated on or before the due date, and the transfer settles into the City's account on or before the following business day.

- (b) If a service supplier, or a service user subject to Section 3.17.070 of this Chapter, fails to remit any tax collected, on or before the due date, said person shall pay a penalty for such delinquencies at the rate of fifteen percent (15%) of the total tax that is delinquent in the remittance, and shall pay interest at the rate of three-quarters of one percent (.75%) per month, or any fraction thereof, on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent, until paid.
- (c) The Tax Administrator shall have the power to impose additional penalties upon persons required to collect and/or remit taxes pursuant to the provisions of this Chapter for fraud or gross negligence in reporting or remitting at the rate of fifteen percent (15%) of the amount of the tax collected and/or required to be remitted, or as recomputed by the Tax Administrator.
- (d) For collection purposes only, every penalty imposed and such interest that is accrued under the provisions of this section shall become a part of the tax herein required to be paid.
- (e) Notwithstanding the foregoing, the Tax Administrator may, in his or her discretion, modify the due dates and/or penalty and interest provisions of this Chapter to be consistent with any uniform standards or procedures that are mutually agreed upon by UUT public agencies, or otherwise legally established, to create a UUT central payment location or mechanism.

#### **3.17.160 Deficiency Determination and Assessment – tax application errors**

- (a) The Tax Administrator shall make a deficiency determination if he or she determines that any person required to collect or self-collect taxes pursuant to the provisions of this Chapter has failed to collect and remit the proper amount of tax by improperly or failing to apply the tax to one or more taxable services or charges.
- (b) The Tax Administrator shall mail a notice of such deficiency determination to the person required to pay or remit the tax, which notice shall refer briefly to the amount of the taxes owed, plus interest at the rate of three-quarters of one percent (.75%) per month, or any fraction thereof, on the amount of the tax from the date on which the tax should have been received by the City. Within fourteen (14) calendar days after the date of service of such notice, the person may request in writing to the Tax Administrator for a hearing on the matter. If the person fails to request a hearing within the prescribed time period, the amount of the deficiency determination shall become a final assessment, and shall immediately be due and owing to the City.
- (c) If the person requests a hearing, the Tax Administrator shall cause the matter to be set for

hearing, which shall be held within thirty (30) days after receipt of the written request for hearing. Notice of the time and place of the hearing shall be mailed by the Tax Administrator to such person at least ten (10) calendar days prior to the hearing, and, if the Tax Administrator desires said person to produce specific records at such hearing, such notice may designate the records requested to be produced.

- (d) At the time fixed for the hearing, the Tax Administrator shall hear all relevant testimony and evidence, including that of any other interested parties. At the discretion of the Tax Administrator, the hearing may be continued from time to time for the purpose of allowing the presentation of additional evidence. Within a reasonable time following the conclusion of the hearing, the Tax Administrator shall issue a final assessment (or non-assessment), thereafter, by confirming, modifying or rejecting the original deficiency determination, and shall mail a copy of such final assessment to person owing the tax. The decision of the Tax Administrator may be appealed pursuant to Section 3.17.220 of this Chapter. Filing an application with the Tax Administrator and appeal to the City Manager pursuant to Section 3.17.220 of this Chapter is a prerequisite to a suit thereon.
- (e) Payment of the final assessment shall become delinquent if not received by the Tax Administrator on or before the thirtieth (30th) day following the date of receipt of the notice of final assessment. The penalty for delinquency shall be fifteen percent (15%) on the total amount of the assessment, along with interest at the rate of three-quarters of one percent (.75%) per month, or any fraction thereof, on the amount of the tax, exclusive of penalties, from the date of delinquency, until paid. The applicable statute of limitations regarding a claim by the City seeking payment of a tax assessed under this Section 3.17.160 shall commence from the date of delinquency as provided in this subsection (e).
- (f) All notices under this section may be sent by regular mail, postage prepaid, and shall be deemed received on the third calendar day following the date of mailing, as established by a proof of mailing.

### **3.17.170 Administrative remedy – nonpaying service users**

- (a) Whenever the Tax Administrator determines that a service user has deliberately withheld the amount of the tax owed by the service user from the amounts remitted to a person required to collect the tax, or whenever the Tax Administrator deems it in the best interest of the City, he or she may relieve such person of the obligation to collect the taxes due under this Chapter from certain named service users for specific billing periods. Whenever the service user has failed to pay the amount of tax owed for a period of two (2) or more billing periods, the service supplier shall be relieved of the obligation to collect taxes due. The service supplier shall provide the City with the names and addresses of such service users and the amounts of taxes owed under the provisions of this Chapter.
- (b) In addition to the tax owed, the service user shall pay a delinquency penalty at the rate of fifteen percent (15%) of the total tax that is owed, and shall pay interest at the rate of three-quarters of one percent (.75%) per month, or any fraction thereof, on the amount of

the tax, exclusive of penalties, from the due date, until paid.

- (c) The Tax Administrator shall notify the non-paying service user that the Tax Administrator has assumed the responsibility to collect the taxes due for the stated periods and demand payment of such taxes, including penalties and interest. The notice shall be served on the service user by personal delivery or by deposit of the notice in the United States mail, postage prepaid, addressed to the service user at the address to which billing was made by the person required to collect the tax; or, should the service user have a change of address, to his or her last known address.
- (d) If the service user fails to remit the tax to the Tax Administrator within thirty (30) days from the date of the service of the notice upon him or her, the Tax Administrator may impose an additional penalty of fifteen percent (15%) of the amount of the total tax that is owed.

### **3.17.180 Actions to Collect**

Any tax required to be paid by a service user under the provisions of this Chapter shall be deemed a debt owed by the service user to the City. Any such tax collected from a service user which has not been remitted to the Tax Administrator shall be deemed a debt owed to the City by the person required to collect and remit and shall no longer be a debt of the service user. Any person owing money to the City under the provisions of this Chapter shall be liable to an action brought in the name of the City for the recovery of such amount, including penalties and interest as provided for in this Chapter, along with any collection costs incurred by the City as a result of the person's noncompliance with this Chapter, including, but not limited to, reasonable attorneys' fees. In the event that a service user or service supplier owing a tax under this chapter files bankruptcy, then such debt to the City shall be deemed an unsecured priority excise tax obligation under 11 U.S.C. Section 507(a)(8)(C).

### **3.17.190 Additional Powers and Duties of the Tax Administrator**

- (a) The Tax Administrator shall have the power and duty, and is hereby directed, to enforce each and all of the provisions of this Chapter.
- (b) The Tax Administrator may adopt administrative rules and regulations not inconsistent with provisions of this Chapter for the purpose of interpreting, clarifying, carrying out and enforcing the payment, collection and remittance of the taxes herein imposed. A copy of such administrative rules and regulations shall be on file in the Tax Administrator's office.
- (c) Upon a proper showing of good cause, the Tax Administrator may make administrative agreements, with appropriate conditions, to vary from the strict requirements of this Chapter and thereby: (1) conform to the billing procedures of a particular service supplier (or service user subject to Section 3.17.070 of this Chapter) so long as said agreements result in the collection of the tax in conformance with the general purpose and scope of this Chapter; or (2) to avoid a hardship where the administrative costs of collection and

remittance greatly outweigh the tax benefit. A copy of each such agreement shall be on file in the Tax Administrator's office, and are voidable by the Tax Administrator or the City at any time.

- (d) The Tax Administrator may conduct an audit, to ensure proper compliance with the requirements of this Chapter, of any person required to collect and/or remit a tax pursuant to this Chapter. The Tax Administrator shall notify said person of the initiation of an audit in writing. In the absence of fraud or other intentional misconduct, the audit period of review shall not exceed a period of three (3) years next preceding the date of receipt of the written notice by said person from the Tax Administrator. Upon completion of the audit, the Tax Administrator may make a deficiency determination pursuant to Section 3.17.160 of this Chapter for all taxes, penalties and interest owed and not paid, as evidenced by information provided by such person to the Tax Administrator. If said person is unable or unwilling to provide sufficient records to enable the Tax Administrator to verify compliance with this Chapter, the Tax Administrator is authorized to make a reasonable estimate of the deficiency and issue a deficiency determination assessment. Said deficiency determination assessment shall be entitled to a rebuttable presumption of correctness.
- (e) Upon receipt of a written request of a taxpayer, and for good cause, the Tax Administrator may extend the time for filing any statement required pursuant to this Chapter for a period not to exceed forty-five (45) days, provided that the time for filing the required statement has not already passed when the request is received. No penalty for delinquent payment shall accrue by reason of such extension. Interest shall accrue during said extension at the rate of three-quarters of one percent (.75%) per month, prorated for any portion thereof.
- (f) The Tax Administrator shall determine the eligibility of any person who asserts a right to exemption from, or a refund of, the tax imposed by this Chapter.
- (g) The Tax Administrator, with the written approval of the City Attorney, may compromise a claim pursuant to this Chapter where the portion of the claim proposed to be released is less than the amount set by separate resolution of the City Council relating to the settlement of general liability claims against the City and, with the approval of the City Attorney and the City Council, may compromise such a claim where the portion proposed to be released is equal to or greater than the amount set by separate resolution of the City Council relating to the settlement of general liability claims against the City.
- (h) Notwithstanding any provision in this Chapter to the contrary, the Tax Administrator may waive any penalty or interest imposed upon a person required to collect and/or remit for failure to collect the tax imposed by this Chapter if the non-collection occurred in good faith. In determining whether the non-collection was in good faith, the Tax Administrator shall take into consideration industry practice or other precedence.



### **3.17.200 Records**

- (a) It shall be the duty of every person required to collect and/or remit to the City any tax imposed by this Chapter to keep and preserve, for a period of at least three (3) years, all records as may be necessary to determine the amount of such tax that such person may have been liable for the collection of and remittance to the Tax Administrator, which records the Tax Administrator shall have the right to inspect at a reasonable time.
- (b) The City, through its City Council, may issue an administrative subpoena to compel a person to deliver, to the Tax Administrator, copies of all records deemed necessary by the Tax Administrator to establish compliance with this Chapter, including the delivery of records in a common electronic format on readily available media if such records are kept electronically by the person in the usual and ordinary course of business. As an alternative to delivering the subpoenaed records to the Tax Administrator on or before the due date provided in the administrative subpoena, such person may provide access to such records outside the City on or before the due date, provided that such person shall reimburse the City for all reasonable travel expenses incurred by the City to inspect those records, including travel, lodging, meals, and other similar expenses, but excluding the normal salary or hourly wages of those persons designated by the City to conduct the inspection.
- (c) The Tax Administrator is authorized to execute a non-disclosure agreement approved by the City Attorney to protect the confidentiality of customer information pursuant to California Revenue and Tax Code Sections 7284.6 and 7284.7. The Tax Administrator may request from a person providing transportation or distribution services of gas or electricity to service users within the City, a list of the names, billing and service addresses, quantities of gas or electricity delivered, and other pertinent information, of its transportation customers within the City pursuant to California Public Utilities Code Section 6354(e).
- (d) If a service supplier uses a billing agent or billing aggregator to bill, collect, and/or remit the tax, the service supplier shall: (1) provide to the Tax Administrator the name, address and telephone number of each billing agent and billing aggregator currently authorized by the service supplier to bill, collect, and/or remit the tax to the City; and, (2) upon request of the Tax Administrator, deliver, or effect the delivery of, any information or records in the possession of such billing agent or billing aggregator that, in the opinion of the Tax Administrator, is necessary to verify the proper application, calculation, collection and/or remittance of such tax to the City.
- (e) If any person subject to record-keeping under this section unreasonably denies the Tax Administrator, or the Tax Administrator's designated representative, access to such records, or fails to produce the information requested in an administrative subpoena within the time specified, the Tax Administrator may impose a penalty of five hundred dollars (\$500) on such person for each day following: 1) the initial date that the person refuses to provide such access; or, 2) the due date for production of records as set forth in

the administrative subpoena. This penalty shall be in addition to any other penalty imposed under this Chapter.

### **3.17.210 Refunds.**

- (a) Whenever the amount of any tax has been overpaid, paid more than once, or has been erroneously or illegally collected or received by the Tax Administrator under this Chapter, it may be refunded as provided in this section.
- (b) The Tax Administrator may refund any tax that has been overpaid, paid more than once, or has been erroneously or illegally collected or received by the Tax Administrator under this Chapter, provided that no refund shall be paid under the provisions of this section unless the claimant or his or her guardian, conservator, executor or administrator has submitted a written claim, under penalty of perjury, to the Tax Administrator within one year of the overpayment or erroneous or illegal collection of said tax. Such claim must clearly establish claimant's right to the refund by written records showing entitlement thereto. Nothing herein shall permit the filing of a refund claim on behalf of a class or group of taxpayers. Where the amount of any individual refund claim is in excess of the amount set by separate resolution of the City Council relating to the settlement of general liability claims against the City, City Council approval shall be required.
- (c) The Tax Administrator, or the City Council where the claim is in excess of the amount set by separate resolution of the City Council relating to the settlement of general liability claims against the City, shall act upon the refund claim within forty-five (45) days of the initial receipt of the refund claim. Said decision shall be final. If the Tax Administrator/City Council fails or refuses to act on a refund claim within the forty-five (45) day period, the claim shall be deemed to have been rejected by the Tax Administrator/City Council on the forty-fifth (45th) day. The Tax Administrator shall give notice of the action in a form which substantially complies with that set forth in Government Code Section 913.
- (d) The filing of a written claim is a prerequisite to any suit thereon. Any action brought against the City pursuant to this section shall be subject to the provisions of Government Code Sections 945.6 and 946.
- (e) Notwithstanding the notice provisions of subsection (a) of this section, in the event that a service supplier, or a service user subject to Section 3.17.070 hereof, remits a tax to City in excess of the amount of tax imposed by this Chapter, said service supplier, or service user subject to Section 3.17.070 hereof, may claim credit for such overpayment against the amount of tax which is due upon any other monthly returns to the Tax Administrator, provided such credit is claimed in a return dated no later than one year from the date of overpayment of said tax. The Tax Administrator shall first determine the validity of the service user's claim of credit, and the underlying basis for such claim.
- (f) Notwithstanding the notice provisions of subsection (a) of this section, a service supplier that has collected any amount of tax in excess of the amount of tax imposed by this

Chapter and actually due from a service user (whether due to overpayment or erroneous or illegal collection of said tax), may refund such amount to the service user, or credit to charges subsequently payable by the service user to the service supplier, and claim credit for such overpayment against the amount of tax which is due upon any other monthly returns to the Tax Administrator, provided such credit is claimed in a return dated no later than one year from the date of overpayment or erroneous or illegal collection of said tax. The Tax Administrator shall first determine the validity of the service user's claim of credit, and the underlying basis for such claim.

### **3.17.220 Appeals**

- (a) The provisions of this section apply to any decision (other than a decision relating to a refund pursuant to Section 3.17.210 of this Chapter), deficiency determination, assessment, or administrative ruling of the Tax Administrator. Any person aggrieved by any decision (other than a decision relating to a refund pursuant to Section 3.17.210 of this Chapter), deficiency determination, assessment, or administrative ruling of the Tax Administrator, shall be required to comply with the appeals procedure of this section. Compliance with this section shall be a prerequisite to a suit thereon. [See Government Code Section 935(b).] Nothing herein shall permit the filing of a claim or action on behalf of a class or group of taxpayers.
- (b) If any person is aggrieved by any decision (other than a decision relating to a refund pursuant to Section 3.17.210 of this Chapter), deficiency determination, assessment, or administrative ruling of the Tax Administrator; he or she may appeal to the City Manager by filing a notice of appeal with the City Clerk within fourteen (14) days of the date of the decision, deficiency determination, assessment, or administrative ruling of the Tax Administrator which aggrieved the service user or service supplier.
- (c) The matter shall be set for hearing no more than thirty (30) days from the receipt of the appeal. The appellant shall be served with notice of the time and place of the hearing, as well as any relevant materials, at least five (5) calendar days prior to the hearing. The hearing may be continued from time to time upon mutual consent. At the time of the hearing, the appealing party, the Tax Administrator, the City Manager, and any other interested person may present such relevant evidence as he or she may have relating to the determination from which the appeal is taken.
- (d) Based upon the submission of such evidence and the review of the City's files, the City Manager shall issue a written notice and order upholding, modifying or reversing the determination from which the appeal is taken. The notice shall be given within fourteen (14) days after the conclusion of the hearing and shall state the reasons for the decision. The notice shall specify that the decision is final and that any petition for judicial review shall be filed within ninety (90) days from the date of the decision in accordance with Code of Civil Procedure Section 1094.6. If the City Manager fails or refuses to act on a refund claim within the fourteen (14) day period, the claim shall be deemed to have been rejected by the City Manager on the fourteenth (14th) day.

- (e) All notices under this section may be sent by regular mail, postage prepaid, and shall be deemed received on the third calendar day following the date of mailing, as established by a proof of mailing.

### **3.17.230 Independent Audit of Tax Collection, Exemption, Remittance, and Expenditure**

The City shall annually verify that the taxes owed under this Chapter have been properly applied, exempted, collected, and remitted in accordance with this Chapter, and properly expended according to applicable municipal law. The annual verification shall be performed by a qualified independent third party and the review shall employ reasonable, cost-effective steps to assure compliance, including the use of sampling audits. The verification shall not be required of tax remitters where the cost of the verification may exceed the tax revenues to be reviewed.

### **3.17.240 No Injunction/Writ of Mandate**

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action, or proceeding in any court against this City or against any officer of the City to prevent or enjoin the collection under this Chapter of any tax or any amount of tax required to be collected and/or remitted.

### **3.17.250 Remedies Cumulative**

All remedies and penalties prescribed by this Chapter or which are available under any other provision of law or equity, including but not limited to the California False Claims Act (Government Code Section 12650, *et seq.*) and the California Unfair Practices Act (Business and Professions Code Section 17070, *et seq.*), are cumulative. The use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing the provisions of this Chapter.

### **3.17.260 Notice of Changes to Ordinance**

If a tax under this Chapter is added, repealed, increased, reduced, or the tax base is changed, the Tax Administrator shall follow the notice requirements of California Public Utilities Code Section 799. Prior to the effective date of the ordinance change, the service supplier shall provide the Tax Administrator with a copy of any written procedures describing the information that the service supplier needs to implement the ordinance change. If the service supplier fails to provide such written instructions, the Tax Administrator, or his or her agent, shall send, by first class mail, a copy of the ordinance change to all collectors and remitters of the City's utility users taxes according to the latest payment records of the Tax Administrator.

### **3.17.270 Severability**

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter or any part thereof is for any reason held to be invalid, unlawful or unconstitutional, such decision, and the decision not to enforce such, shall not affect the validity of the remaining portion of this Chapter or any part thereof. The City Council hereby declares that it would have passed each

section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid, unlawful or unconstitutional.

### **3.17.280 Penalties**

Any person violating any of the provisions of this Chapter shall be deemed guilty of a misdemeanor, or an infraction at the discretion of the City Attorney, and upon conviction punished pursuant to this Code.

### **3.17.290 Future Amendment to Cited Statute**

Unless specifically provided otherwise, any reference to a State or federal statute in this Chapter shall mean such statute as it may be amended from time to time.

### **3.17.300 Effect of State and Federal Reference – Authorization**

Unless specifically provided otherwise, any reference to a State or federal statute in this chapter shall mean such statute as it may be amended from time to time, provided that such reference to a statute herein shall not include any subsequent amendment thereto, or to any subsequent change of interpretation thereto by a state or federal agency or court of law with the duty to interpret such law, to the extent that such amendment or change of interpretation would require voter approval under California law, or to the extent that such change would result in a tax decrease (as a result of excluding all or a part of a utility service, or charge therefore, from taxation). Only to the extent voter approval would otherwise be required or a tax decrease would result, the prior version of the statute (or interpretation) shall remain applicable; for any application or situation that would not require voter approval or result in a decrease of a tax, provisions of the amended statute (or new interpretation) shall be applicable to the maximum possible extent.

To the extent that the City's authorization to collect or impose any tax imposed under this chapter is expanded or limited as a result of changes in State or federal law, no amendment or modification of this chapter shall be required to conform the tax to those changes, and the tax shall be imposed and collected to the full extent of the authorization up to the full amount of the tax imposed under this chapter.

**SECTION 2.** If any part of this Ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the applicability of this Ordinance to other situations.

**SECTION 3.** Amendment or Repeal. Chapter 3.17 of the Municipal Code may be repealed or amended by the City Council without a vote of the people. However, as required by Article XIII C of the California Constitution, voter approval is required for any amendment provision that would increase the rate of any tax levied pursuant to this Ordinance. The People of the City of Parlier affirm that the following actions shall not constitute an increase of the rate of a tax:

1. The restoration of the rate of the tax to a rate that is no higher than that set by this Ordinance, if the City Council has acted to reduce the rate of the tax;
2. An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this Ordinance.
3. The establishment of a class of person that is exempt or excepted from the tax or the discontinuation of any exemption or exception (other than the discontinuation of an exemption or exception specifically set forth in this Ordinance); and
4. The collection of the tax imposed by this Ordinance, even if the City had, for some period of time, failed to collect the tax.

**SECTION 4.** If a majority (fifty percent (50%) plus 1) of the voters voting thereon approve this Chapter 3.17, it shall become effective immediately after the results of the election are declared by the City Council.

**INTRODUCED** at a regular meeting of the Council on the 8th day of February, 2018.

**PASSED AND ADOPTED** as an ordinance of the City of Parlier at a regular meeting of said Council on the \_\_\_\_ day of August, 2018, subject to a majority vote (50 percent plus one) of the voters of the City of Parlier, County of Fresno, at a regular election to be held on November 6, 2018, or thereafter.

**PUBLICATION AND CERTIFICATION.** The City Clerk shall publish this ordinance as required by applicable law. Upon approval by the voters, the City Clerk shall certify the passage of this ordinance by the voters and cause the ordinance to be codified in the Parlier Municipal Code.

ATTEST:

APPROVED:

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Dorothy Garza  
City Clerk

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Alma M. Beltran, Mayor  
City of Parlier

[00450127]

#6

**RESOLUTION NO. 2018-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER AUTHORIZING A UTILITY USERS TAX TO BE DESIGNATED AS MEASURE "\_\_\_" TO BE SUBMITTED TO THE VOTERS ON THE NOVEMBER 6, 2018 STATEWIDE GENERAL ELECTION, REQUESTING FRESNO COUNTY ELECTIONS TO CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION OF THE ELECTION**

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**WHEREAS**, the City of Parlier has experienced, and continues to experience, a decline in revenues that has caused the City to reevaluate the services it provides citywide;

**WHEREAS**, the City of Parlier desires to ensure the availability of and to maintain and enhance city services;

**WHEREAS**, the next opportunity to place a measure on the ballot in 2018 is the regularly scheduled Statewide General Election to be held on November 6, 2018.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Parlier as follows:

**SECTION 1:** That a municipal election is hereby called and ordered to be held in the City on November 6, 2018, at which election there shall be submitted to the qualified voters the proposition set forth below.

**SECTION 2:** The City Council requests of the Fresno County Board of Supervisors that the election for the measure be consolidated with the statewide election to be held on November 6, 2018.

**SECTION 3:** The question to be submitted to the voters with respect to the ballot measure shall be printed on the election ballot in the following form:

<p style="text-align: center;">GENERAL MEASURE __</p> <p>To ensure the availability of and to maintain and enhance essential City services, such as fire protection services among others, shall an ordinance be adopted to enact a four percent (4%) utility users tax indefinitely on electric, natural gas and telecommunications services to raise approximately \$398,000.00 annually, and which includes procedures for fair and broad-based application?</p>	<p>Yes ____</p> <p>No ____</p>
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The County Election Clerk is hereby requested to print this Measure \_\_ immediately preceding the City of Parlier's Advisory Measure \_\_ on the November 6, 2018 ballot.

SECTION 4: The City Attorney shall prepare, and the County Elections Clerk shall publish, a synopsis of the measure in accordance with Election Code Section 12111.

SECTION 5: The following constitutes the synopsis of the measure to be voted on for purposes of meeting the publication requirements of Election Code Section 12111:

**MEASURE TO BE VOTED ON**

Notice is hereby given that the following measure is to be voted on at the general municipal election to be held in the City of Parlier, on Tuesday, the 6th day of November, 2018.

**ADOPTION OF AN ORDINANCE TO ENACT A FOUR PERCENT (4%) UTILITY USERS TAX ON ELECTRIC, NATURAL GAS AND TELECOMMUNICATIONS SERVICES TO RAISE FUNDS FOR ESSENTIAL CITY SERVICES, INCLUDING FIRE PROTECTION SERVICES AMONG OTHERS, FOR THE CITIZENS OF PARLIER AND WHICH INCLUDES PROCEDURES FOR FAIR AND BROAD-BASED APPLICATION**

Over the last decade, the City of Parlier has suffered significant revenue shortages that threaten the City's ability to provide essential services to its citizens, including fire protection services among others. Measure \_\_\_\_ will enact an ordinance that imposes a four percent (4%) utility users tax on electric, natural gas and telecommunications services to raise enough money annually to ensure that the City can continue to provide, maintain and enhance essential services for the citizens of Parlier. The ordinance would include procedures for fair and broad-based application across all citizens who use such services, instead of limiting the tax just to property owners.

Dated: \_\_\_\_\_

\_\_\_\_\_  
City Elections Official  
City of Parlier

SECTION 6: The full text of the measure is attached hereto as Exhibit A. The full text is not required to be printed in the Sample Ballot and Voters Pamphlet. However, the full text of the measure shall be made available at the office of the Fresno County Clerk/Registrar of Voters and the Parlier City Clerk's Office (559-646-3545).

SECTION 7: Passage of the Measure requires fifty percent plus one (50% + 1) votes.

SECTION 8: The City of Parlier requests that the Fresno County Clerk/Registrar of Voters conduct the election and canvass the returns, and the City consents to reimburse the Registrar of Voters for all costs incurred for these services.



SECTION 9: In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 10: Arguments in favor or against the proposed measure are permissible and shall be filed with the Fresno County Clerk/Registrar of Voters in accordance with Elections Code Section 9282. The City Manager and his staff are hereby directed to prepare and file a written argument in favor of the proposed measure not to exceed 300 words on behalf of the City Council.

SECTION 11: Pursuant to Election Code Section 10002, the County Clerk/Registrar of Voters is hereby requested to take all steps incident to the preparation for and the holding of the election in accordance with law and these specifications.

SECTION 12: The City Attorney shall prepare an impartial analysis of the measure in accordance with Elections Code Section 9280 and file it with the Fresno County Clerk/Registrar of Voters.

SECTION 13: The City Clerk shall file a certified copy of this resolution with the Fresno County Clerk/Registrar of Voters as required by law. The City Clerk is hereby authorized and directed to work with the Fresno County Clerk/Registrar of Voters and take all steps necessary to cause placement of the measure on the ballot.

SECTION 14: The City Clerk and the City Attorney are authorized to make any typographical, clerical, non-substantive corrections to this resolution and to the ballot measure as may be deemed necessary by the Fresno County Clerk/Registrar of Voters.

\* \* \* \* \*

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Parlier held on the 19th day of July, 2018, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Alma M. Beltran, Mayor

ATTEST:

\_\_\_\_\_  
Dorothy Garza  
City Clerk  
[00554511]

#7

**RESOLUTION NO. 2018-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER  
AUTHORIZING AN ADVISORY MEASURE TO BE DESIGNATED AS  
MEASURE “\_\_\_” TO BE SUBMITTED TO THE VOTERS ON THE  
NOVEMBER 6, 2018 STATEWIDE GENERAL ELECTION,  
REQUESTING FRESNO COUNTY ELECTIONS TO CONDUCT THE  
ELECTION, AND REQUESTING CONSOLIDATION OF THE ELECTION**

---

**WHEREAS**, the City of Parlier has experienced, and continues to experience, a decline in revenues that has caused the City to reevaluate the services it provides citywide, including fire services;

**WHEREAS**, the City of Parlier desires to maintain and enhance fire services within the City;

**WHEREAS**, the next opportunity to place a measure on the ballot in 2018 is the regularly scheduled Statewide General Election to be held on November 6, 2018.

**WHEREAS**, the City of Parlier has placed Measure \_\_\_ on the November 6, 2018 Statewide General Election ballot;

**WHEREAS**, Measure \_\_\_ authorizes a utility users tax of four percent (4%) on electric, natural gas and telecommunications services for an indefinite period of time to raise approximately \$398,000.00 annually;

**WHEREAS**, Measure \_\_\_ would ensure that all Parlier citizens who use gas, electricity and telecommunications services contribute to the funding of essential City services, such as fire protection services, and that it not be limited to property owners only; and

**WHEREAS**, Measure \_\_\_ provides a fair appeals process in the event any citizen of Parlier feels they are being unjustly assessed with the tax.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Parlier as follows:

**SECTION 1:** That a municipal election is hereby called and ordered to be held in the City on November 6, 2018, at which election there shall be submitted to the qualified voters the proposition set forth below.

**SECTION 2:** The City Council requests of the Fresno County Board of Supervisors that the election for this measure be consolidated with the statewide election to be held on November 6, 2018.

**SECTION 3:** The question to be submitted to the voters with respect to the ballot measure shall be printed on the election ballot in the following form:

ADVISORY MEASURE ____	Yes ____
If Measure ____ passes, should the revenues raised be primarily used to provide, maintain and enhance fire services in the City of Parlier?	No ____

The County Election Clerk is hereby requested to print this Advisory Measure immediately following the City of Parlier's Measure \_\_\_\_ on the November 6, 2018 ballot.

SECTION 4: The City Attorney shall prepare, and the County Elections Clerk shall publish, a synopsis of the measure in accordance with Election Code Section 12111.

SECTION 5: The following constitutes the synopsis of the measure to be voted on for purposes of meeting the publication requirements of Election Code Section 12111:

#### MEASURE TO BE VOTED ON

Notice is hereby given that the following measure is to be voted on at the general municipal election to be held in the City of Parlier, on Tuesday, the 5th day of June, 2018.

#### ADOPTION OF AN ADVISORY MEASURE TO PROVIDE GUIDANCE TO THE CITY COUNCIL REGARDING USE OF UTILITY USERS TAX FUNDS FOR ESSENTIAL CITY SERVICES

If Measure \_\_\_\_ passes, the City of Parlier will enact an ordinance that imposes a four percent (4%) utility users tax on electric, natural gas and telecommunications services to raise enough money annually to ensure that essential City services, such as fire protection services among others, can continue to be provided for the citizens of Parlier. The ordinance would include procedures for fair and broad-based application. The purpose of this Measure \_\_\_\_ is to advise the City Council that the funds received from the Measure \_\_\_\_ utility users tax should primarily be used to provide, maintain and enhance fire services in the City of Parlier.

Dated: \_\_\_\_\_

\_\_\_\_\_  
City Elections Official  
City of Parlier

SECTION 6: The full text of the measure is as follows: If Measure \_\_\_\_ passes, should the revenues raised be primarily used to provide, maintain and enhance fire services in the City of Parlier? The full text is not required to be printed in the Sample Ballot and Voters Pamphlet. However, the full text of the measure shall also be made available at the office of the Fresno County Clerk/Registrar of Voters and the Parlier City Clerk's Office (559-646-3545).

SECTION 7: Passage of the Measure requires fifty percent plus one (50% + 1) votes.

SECTION 8: The City of Parlier requests that the Fresno County Clerk/Registrar of Voters conduct the election and canvass the returns, and the City consents to reimburse the Registrar of Voters for all costs incurred for these services.

SECTION 9: In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 10: Arguments in favor or against the proposed measure are permissible and shall be filed with the Fresno County Clerk/Registrar of Voters in accordance with Elections Code Section 9282. The City Manager and his staff are hereby directed to prepare and file a written argument in favor of the proposed measure not to exceed 300 words on behalf of the City Council.

SECTION 11: Pursuant to Election Code Section 10002, the County Clerk/Registrar of Voters is hereby requested to take all steps incident to the preparation for and the holding of the election in accordance with law and these specifications.

SECTION 12: The City Attorney shall prepare an impartial analysis of the measures in accordance with Elections Code Section 9280 and file it with the Fresno County Clerk/Registrar of Voters.

SECTION 13: The City Clerk shall file a certified copy of this resolution with the Fresno County Clerk/Registrar of Voters as required by law. The City Clerk is hereby authorized and directed to work with the Fresno County Clerk/Registrar of Voters and take all steps necessary to cause placement of the measures on the ballot.

SECTION 14: The City Clerk and the City Attorney are authorized to make any typographical, clerical, non-substantive corrections to this resolution and to the ballot measure as may be deemed necessary by the Fresno County Clerk/Registrar of Voters.

\*\*\*\*\*

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Parlier held on the 19th day of July, 2018, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

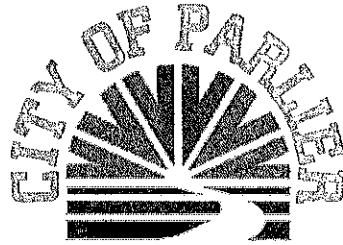
APPROVED:

\_\_\_\_\_  
Alma M. Beltran, Mayor

ATTEST:

\_\_\_\_\_  
Dorothy Garza  
City Clerk  
[00554511]

#8



## STAFF REPORT

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DATE: July 19, 2018  
TO: PARLIER CITY COUNCIL  
FROM: Jose V. Garza, Chief of Police  
SUBJECT: DATA Ticket Inc. Performance Agreement

**RECOMMENDATION:** Staff recommends Council approve a five (5) year Agreement between the City of Parlier and DATA Ticket Inc. for processing of fines, bail and forfeiture thereof in connection with Parlier Police Department's issuance of citations for illegal parking pursuant to California law.

**BACKGROUND:** In 2001, Parlier Police Chief Dunlap initiated an agreement with Judicial Data System (JDS) to handle and process all parking citations issued by Parlier Police Department (PPD). However, in June 2017, JDS closed its doors and DATA Ticket Inc (DTI) took over the business. Since June 2017, all parking citations have been sent to DTI for processing.

**DISCUSSION:** DTI is a citation processing center which handles the data entry, verification, payment and appeal process for contract cities. This Agreement will allow DTI to process all parking citations issued by Parlier Police Department.

The Agreement contains a Cost Proposal which sets forth various rates depending on the services provided by DTI. For example, under this Agreement, DTI charges \$0.65 to manually process a parking citation; \$0.55 to electronically process a parking citation; and retains 25% of delinquent revenue collected.

If the Parlier Police Department were to perform all of the services being proposed by DTI, it would require, at minimum, one full time City employee.

**BUDGET IMPACT:** All fees reimbursed by DTI to the City go directly into the general fund.

Prepared By:

Approved By:

Jose V. Garza  
Chief of Police

Sam Escobar  
City Manager



2603 Main Street, Suite 300  
Irvine, CA 92614  
949-428-7241  
ClientServices@DataTicket.com

## **SCOPE OF SERVICE AND PERFORMANCE AGREEMENT**

**Data Ticket, Inc.**  
**2603 Main Street, Suite 300**  
**Irvine, California 92614**  
(here-in-after sometimes referred to as "COMPANY")

**AND**

**City of Parlier**  
**8770 S. Mendocino**  
**Parlier, California 93648**  
(here-in-after sometimes referred to as "AGENCY"),

The Company intends to provide for the processing of fines, bail and forfeiture thereof, in connection with the issuance of citations for illegal parking pursuant to the laws of the California.

### **ARTICLE I - CITATION PROCESSING**

**1.1 Referral and Reconciliation:** COMPANY shall receive and process parking citations which COMPANY shall receive from AGENCY. COMPANY will provide a reconciliation of the number of citations received from AGENCY.

**1.2 Determination of Processable Citations:** COMPANY shall screen the parking citations referred to it by AGENCY to determine if the citation is processable. If the citation is determined by COMPANY to be unprocessable (e.g., essential processing information is missing), COMPANY shall return the citation to AGENCY within seven (7) days of receipt, by COMPANY'S office, for clarification. COMPANY will be paid the contractual rate hereinafter provided, for citations properly returned to the AGENCY as unprocessable.

**1.3 Collection and deposit of funds:** A "direct deposit" system shall be employed for all funds received in payment of citations. The AGENCY shall own the account and deposits shall be made directly into the account by the COMPANY for the collecting AGENCY. The COMPANY will invoice the AGENCY for services rendered. Payment in full shall be due within thirty (45) days after which interest shall be accrued at the rate of 6%, (or lower if any statutes, rules or regulations prohibit this rate). If the COMPANY deposits into an account held jointly between the AGENCY and the COMPANY, the



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COMPANY shall reconcile the account the month following the banking activity, disburse all revenue due the AGENCY, the COMPANY, any tax or surcharge liability and all refunds and provide all supporting documentation for the AGENCY records.

**1.4 Identification of Registered Vehicle Owners:** COMPANY shall exert best efforts and attempt to obtain the name and address of the registered vehicle owner from the State Department of Motor Vehicles (DMV) for each vehicle for which a parking citation has been issued but payment for which has not been received within the required time period. COMPANY shall follow all procedures specified by the DMV, and be consistent with the Vehicle Code when identifying registered vehicle owners.

**1.5 Verification of Ownership:** COMPANY will take reasonable measures to identify and verify registered vehicle owners. Such measures will take into consideration factors such as issuance of new license plates; address changes; license plate transfers to other vehicles; name changes; and the validity of plates and registration during specific time periods applicable to individual cases.

**1.6 Delinquency Notices:** In accordance with State law, COMPANY will generate and mail (presorted, first-class postage) no sooner than allowable by law, a delinquency notice to all identified registered owners of vehicles who fail to pay their parking citation fines or to post bail in the required manner. The mailed notice will include all information required by the State Vehicle Code, including, but not limited to the following:

- A. The parking citation issuance date and number;
- B. The consequences of nonpayment (i.e., a hold on the vehicle registration and the imposition of penalties, towing, or issuance of a possible warrant for arrest);
- C. The amount of fines and fees due and payable;
- D. Affidavit of Non-Ownership.

**1.7 Registration Holds:** The COMPANY will provide the system and procedures and will interface with the State Department of Motor Vehicles to place a hold on vehicle registration having unpaid parking fines and fees due against those vehicles in accordance with the Vehicle Code and any other applicable State and local laws. The notification will be given within a reasonable period of time after issuance of a delinquency notice. The period of time will not exceed the time limits provided by state and local law.

**1.8 Removal of Registration Holds:** COMPANY will provide the system and procedures and will interface with the State Department of Motor Vehicles to remove registration holds when a registered vehicle owner satisfies the entire amount of parking citation



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finest, penalties, and fees due against the vehicle and establishes such payment to the satisfaction of COMPANY.

**1.9 Contested Citations:** In the event a registered vehicle owner disputes the liability for the outstanding parking citation, COMPANY will advise the registered vehicle owner of his/her right to request an appeal according to the laws in the state of citation issue. All contested citations will be forwarded to the appeals administrator or AGENCY within the prescribed time period so that the matter can be adjudicated.

**1.10 Appeals:** If requested by AGENCY, the COMPANY will schedule and conduct appeals in accordance with state law, to respond to parking violators wishing to contest their citations. The COMPANY will provide a toll-free number for contestants to call, correspond with contestants and notify them of decisions; maintain records of dispositions and appeal paperwork and refer all paperwork to Court if required. The COMPANY shall not be responsible for the AGENCY'S failure to provide correct or timely infraction information. The AGENCY shall be responsible to pay any court filing fees due, if appeals are sent to Court and earlier decisions are overturned by the Court.

**1.11 Citations Disposed of by Hearing/Court:** The COMPANY may be required, as a result of court action, to reduce or cancel, on an individual basis, parking citations which have been referred to it. COMPANY shall be paid the contractual rate hereinafter provided for processing the citation regardless of the outcome of court action. COMPANY will maintain records indicating any reduction or cancellations of parking citations as a result of hearing/ court action. Parking citations that are dismissed as a result of hearing/court action, will have the dismissal processed by the COMPANY promptly after receipt from the Hearing/Court.

**1.12 Suspension of Processing:** COMPANY will suspend processing on any citation referred to it for processing upon written notice to do so by an authorized officer of the AGENCY. COMPANY will promptly return any citation or facsimile properly requested by the AGENCY. COMPANY will maintain records indicating any suspension of citation as a result of AGENCY'S request. COMPANY shall be paid the contractual rate hereinafter provided for processing the citations suspended by the AGENCY.

**1.13 Payments by U.S. Mail:** It is the citizen's responsibility to ensure that payments are received on or before the date due. The date received by the COMPANY will be the criteria to establish any delinquent fees due.

**1.14 Parking Citation System Master File Update:** COMPANY will regularly, on a daily basis, update the parking citation database with new citations, payments, reductions, cancellations, dismissals and any other pertinent data.





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## **ARTICLE II - PAYMENT PROCESSING**

2.1 Disposition Processing: COMPANY will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for at least one (1) year, for research and statistical purposes.

2.2 Payments Processing: COMPANY shall process citation payments within twenty-four (24) hours of receipt. Payments shall be immediately posted in one (1) of three (3) following categories:

"Regular Payments" are payments with the correct bail, paid on or before the due date. (This includes payments properly complying with prior Notices-of-Intent).

"Partial Payments" are payments paid for less than the amount of bail due. A notice or additional correspondence may advise defendant of late charges and/or incorrect bail.

"Court/Hearing Requests" are all requests for administrative/court hearings by defendants. These requests are sorted so that bail submitted is immediately posted, and if needed the original citations are retrieved.

2.3 Miscellaneous Letters Processing: COMPANY will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by COMPANY for proper follow-up either by AGENCY or by COMPANY.

2.4 Batching Procedures: COMPANY shall maintain an effective method of internal control procedures. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be scanned and stored electronically on the network for a minimum period of three (3) years.

2.5 Cash Payments: COMPANY shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principles.

2.6 Deposits: All deposits shall be made daily, subject to regular banking hours.



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Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in triplicate. If a joint account between COMPANY and AGENCY is opened, all deposits shall be directly deposited and COMPANY shall perform all reconciliation and check generation along with monthly invoicing. If only the AGENCY'S designated bank account is used, COMPANY will deposit directly into the designated account, but will have no authorization to perform any other duties. Monthly invoicing will be generated by the parking management system and AGENCY will be responsible to reconcile the account and cut all checks. In that case, AGENCY will supply deposit slips and endorsement stamp to COMPANY

**2.7 Revenue Report:** A monthly revenue report will list all revenues received during a given month. This report will also provide information regarding the AGENCY'S responsibility for any taxes on collected funds.

### **ARTICLE III – WEB SITE**

**3.1 Citation Management Web Site:** The COMPANY offers a web site for AGENCY review and interface of its database, including all citations and information relating to changes in status.

**3.2 Patron Web Site Access:** When the AGENCY has web site access, the citizens who receive citations will be able to access the web site to review their individual citations, pay on-line and appeal on-line.

**3.3 Web Site Interaction:** The web site may be "view only" or "interactive," for AGENCY staff depending on requirements of the AGENCY.

**3.4 Web Site Reports:** Web site reports are available to the AGENCY on a daily 24/7 schedule and export into Excel for easy flexible reporting.

**3.5 Web Site Cost:** User ID's and passwords will be assigned to the AGENCY at no cost.

### **ARTICLE IV – ADDITIONAL SERVICES**

**4.1 CVC 40215:** Services provided include accepting, scheduling, reviewing and hearing of first and second level administrative appeals, interfacing and providing backup for Court appearances and notifying AGENCY contestants by phone and in writing of decisions. The AGENCY shall be responsible to pay the \$25.00 Court filing fee if the review and administrative hearing decisions are overturned by the Court.



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4.2 Other Collections: COMPANY shall retain a percent of payments collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

- A. Delinquent citations; those for which the California State Department of Motor Vehicles have been placed on a registration hold and/or dropped from the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold has not been placed, but the normal daily processing cycle is complete.
- B. Citations with out-of-state license plates.
- C. Any other problem or special citations that AGENCY so designates and refers to COMPANY under this Agreement.

4.3 Postal Rate Increase: The COMPANY will maintain auditable records to document the COMPANY'S actual postage costs associated with the mailing of delinquency notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase goes into effect.

## **ARTICLE V - GENERAL**

5.1 Public Inquiries: The COMPANY will respond to reasonable inquiry by telephone or letter of a nonjudicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination, unless the COMPANY has been designated to handle appeals.

5.2 COMPANY Limitations: COMPANY will not take legal action or threaten legal action in any specific case without AGENCY'S prior approval.

5.3 Use of Approved Forms: AGENCY shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the COMPANY. These must conform to State and local law.

5.4 Books and Records: COMPANY will maintain adequate books or records for parking citations issued within the AGENCY'S jurisdiction and referred to COMPANY for processing. Such books or records, and related computer processing data, shall be available for reasonable inspection and audit by AGENCY at the COMPANY'S location at reasonable times upon adequate prior notice to COMPANY.

5.5 Ownership: All reports, information, and data, including but not limited to computer tapes or discs, files, and tapes furnished or prepared by the COMPANY, (collectively



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the "Materials"), are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Materials. All computer software and systems, related automated and manual procedures, instructions, computer programs, and data storage media containing same, and written procedures performed hereunder (collectively the "System") are and shall remain exclusively the sole property of COMPANY, and the AGENCY shall acquire no right or title to said Systems.

**5.6 Property of AGENCY:** All documents, records and tapes supplied by AGENCY to COMPANY in performance of this contract are agreed to be and shall remain the sole property of AGENCY. COMPANY agrees to return same promptly to AGENCY no later than forty-five (45) days following notice to the COMPANY. The AGENCY shall make arrangements with COMPANY for the transmission of such data to the AGENCY upon payment to COMPANY of the cost of copy and delivery of such tape from COMPANY'S computer facilities to AGENCY'S designated point of delivery, plus any open invoices.

**5.7 Confidentiality:** In order to enable COMPANY to carry out its work hereunder, to some extent it will have to impart to the AGENCY'S employees information contained in the Materials and Systems (collectively the "CONFIDENTIAL DATA"). The AGENCY agrees that information contained in the data that was marked in writing as "CONFIDENTIAL", "PROPRIETARY" or similarly, so as to give notice of its confidential nature, when submitted to the AGENCY by COMPANY shall be retained by AGENCY in the strictest confidence and shall not be used or disclosed in any form except in accordance with paragraph 5.8 hereinbelow. The PUBLIC AGENCY recognizes that irreparable harm could be occasioned to COMPANY by disclosure of CONFIDENTIAL DATA that is related to its business and that COMPANY may accordingly seek to protect such CONFIDENTIAL DATA by enjoining disclosure. The parties are bound by the California Government Code section 6253.3 which reads, "A state or local agency may not allow another party to control the disclosure of information that is otherwise subject to disclosure pursuant to this chapter.

**5.8 Consent for Disclosure:** No report, information, data, files, or tapes ("POTENTIALLY DISCLOSABLE INFORMATION") furnished or prepared by COMPANY or its subcontractors, successors, officers, employees, servants, or agents shall be made available to any individual or organization without the prior written approval of AGENCY other than individuals or organizations that are necessary to properly effectuate the terms and conditions of this Agreement. This Non-Disclosure obligation shall survive the Termination of this Agreement. Notwithstanding the foregoing, COMPANY acknowledges AGENCY will comply with the requirements of the California Public Records Act (Government Code 6250et seq.). AGENCY will notify COMPANY within 5 business days of any request for POTENTIALLY DISCLOSABLE INFORMATION and AGENCY will notify COMPANY 5 business days prior to releasing



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any POTENTIALLY DISCLOSABLE INFORMATION in response to the California Public Records Act request. AGENCY'S failure to give notice to COMPANY shall not be deemed a breach of this Agreement.

5.9 COMPANY Files: COMPANY shall maintain master files on parking citations referred to it for processing under the scope of services. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

5.10 Storage for AGENCY:

- A. COMPANY agrees to store original citations, manually scanned or received electronically, on the network for a minimum of three (3) years. AGENCY relieves COMPANY of all liability costs associated with data released by AGENCY to any other person or entity using such data.
- B. Subsequent to the termination of the contract, COMPANY will return all hard copies to the AGENCY or shred them. If requested, an electronic file, diskette or CD of all processed data will be available to the AGENCY.

5.11 Representatives: City Manager or his/her designee shall serve as the AGENCY representative. Heather Nowlan, Director of Client Services, shall serve as the COMPANY representative.

**ARTICLE VI - REPORTS**

6.1 Periodic Reports: COMPANY will submit reports to AGENCY each month. The reports will provide activities relating to performance under this Scope of Services. Among the reports, which COMPANY will generate, are the following:

- A. Report of Revenue Collected for Period
- B. Report for Parking Citations Issued for Period
- C. A balanced summary report for issuing AGENCY providing the status of all parking citations at the beginning of the period, current period and at the end of the period.
- D. A report for issuing Agency identifying registered vehicle owners with multiple outstanding parking citations.
- E. A report for issuing Agency identifying the parking citations issued, location, and violation by officer.

6.2 PCI Compliance Reports/Certificates: Quarterly and Ad Hoc certificates will be sent



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to the Agency.

6.3 Annual Reports: Annually, COMPANY shall comply with existing state laws.

## **ARTICLE VII – TERM OF CONTRACT AND COSTS**

7.1 Terms and Renewals: This Agreement shall be for five (5) years commencing as of the last date of signature. Unless notice of termination, is made in writing by either party to the other no less than ninety (90) days prior to the end of the scheduled term, this Agreement shall automatically renew for additional one (1) year periods. In conjunction with the automatic extension of the terms of this Agreement, COMPANY may give notice of reasonable price adjustments for its processing services. The AGENCY will have thirty (30) days to respond in writing to the purposed increase. Unless AGENCY gives notice in writing of its rejection of these price adjustments, the term shall be extended with these price adjustments as stated. If the AGENCY gives notice of its rejection of these price adjustments, unless there is a further written Agreement between the parties, the term of the Agreement shall not be extended and the Agreement shall terminate.

7.2 Cancellation: Upon a material breach or upon ninety (90) days written notice to the COMPANY, the AGENCY may cancel or terminate this Agreement. The COMPANY shall have thirty (30) days to cure any material breach or defect set forth in the written termination notice provided by the AGENCY.

7.3 Exclusivity: AGENCY agrees to utilize only the services of the COMPANY during the term of the Agreement for the processing of the citations referred to above. AGENCY agrees during the term of the Agreement, to not directly or indirectly engage a competitor of the COMPANY for the performance of the services provided by the COMPANY under this Agreement.

7.4 Costs: Please see Cost Proposal for all associated costs. Cost Proposal is incorporated into this Agreement as Exhibit "A".

## **ARTICLE VIII – CLAIMS AND ACTIONS**

8.1 AGENCY Cooperation: in the event any claim or action is brought against COMPANY relating to COMPANY'S performance or services rendered under this Agreement, COMPANY shall notify the AGENCY, in writing, within five (5) days, of said claim or action.

8.2 Hold Harmless: COMPANY and AGENCY agree to the following hold harmless Clauses:



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- A. COMPANY agrees to indemnify, defend, and hold harmless the AGENCY and its officers and employees against all claims, demands, damages, costs, and liabilities arising out of, or in connection with the performance by COMPANY or AGENCY or any of their officers, employees or agency under this AGREEMENT, excepting only loss, injury or damage caused solely by the negligent acts or omissions of AGENCY or any of its officers or employees.
- B. AGENCY agrees to indemnify, defend and hold harmless the COMPANY and its officers and employees against all claims, demands, damages, costs and liabilities for loss, injury or damage caused solely by the negligent acts or omissions of AGENCY or any of its officers or employees arising out of or in connection with the performance by the AGENCY or any of its officers or employees under this AGREEMENT.

#### **ARTICLE IX – SUBCONTRACTORS AND ASSIGNMENTS**

9.1 Subcontracting: COMPANY is authorized to engage subcontractors with the prior written consent of AGENCY, which prior written consent shall not be unreasonably withheld. As permitted by law at COMPANY'S own expense, subcontractors shall be deemed agents of COMPANY.

9.2 Assignments: This contract may not be assigned without the prior consent of the AGENCY. It is understood and acknowledged by the parties that the COMPANY is uniquely qualified to perform the services in this Agreement.

#### **ARTICLE X - INDEPENDENT COMPANY**

10.1 COMPANY'S Relationship: COMPANY'S relationship to the AGENCY in the performance of this Agreement is that of an independent COMPANY. Personnel performing services under this Agreement shall at all times be under COMPANY'S exclusive direction and control and shall be employees of COMPANY and not employees of the AGENCY. COMPANY shall pay all wages and salaries and shall not be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, worker's compensation, and similar matters. Neither COMPANY nor any officer, agent, or employee of COMPANY shall obtain any right to retirement benefits or other benefits which accrue to employees of AGENCY, and COMPANY hereby expressly waives any claim it might have to such rights.

#### **ARTICLE XI – GENERAL LEGAL COMPLIANCE**

11.1 No Illegal Discrimination: COMPANY shall not discriminate in its recruiting, hiring,



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promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation in the performance of this Agreement and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

## **ARTICLE XII – INSURANCE**

11.1 Insurance Provisions: COMPANY shall provide and maintain at its own expense during the term of this Agreement, the following policy or policies of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the AGENCY and certificates of such insurance shall be delivered to the AGENCY on or before the effective date of this Agreement. Such certificates shall specifically identify this Agreement and shall not be cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the AGENCY.

- A) Comprehensive general liability insurance covering bodily and personal injury and property damage. Limits shall be in an amount of not less than two million (\$2,000,000) dollars per occurrence. Such insurance policies shall name the AGENCY, its officers, agents and employees, individually and collectively, as additionally insured. Such coverage for additional insured shall apply as primary insurance and any other insurance or self-insured retention maintained by the AGENCY, its officers, agents and employees shall be excess only and not contributing with insurance provided under said policy.
- B) Comprehensive automobile liability, owned, non-owned and hired vehicles with not less than one million (\$1,000,000) dollars combined single limit, per occurrence for property damage and for bodily injury or death of persons. Such insurance shall include the same additional-insured and cancellation notice provisions as specified above and may be combined with the comprehensive general liability coverage required above.
- C) Throughout the period of the Agreement, COMPANY, at its sole cost, shall maintain in full force and effect a policy of worker's compensation insurance covering all of its employees as required by the labor code of the State of California.

11.2 Compliance with Immigration Laws: COMPANY hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, et seq.), as amended; and, in connection therewith, shall not employ





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unauthorized aliens as defined therein. Should COMPANY so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the Federal Government impose sanctions against the AGENCY, for such use of unauthorized aliens, COMPANY hereby agrees to, and shall, reimburse AGENCY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the AGENCY in connection therewith.

### **ARTICLE XIII – ENTIRE AGREEMENT**

12.1 Integrated Agreement: This contract is intended by the parties as a final expression of their Agreement and also as a complete and exclusive statement of the terms thereof, any prior oral or written Agreement regarding the same subject matter notwithstanding. This Agreement may not be modified or terminated orally and no modification or any claim or waiver of any of the provisions shall be effective unless in writing and signed by both parties.

12.2 Law Applicable: This Agreement shall be construed in accordance with the Laws of the State of California.

12.3 Notice to Parties: Any notice required under this Agreement to be given to either party may be given by depositing in the United States mail, postage prepaid, first-class, addressed to the following AGENCY or COMPANY.

12.4 Modification: No amendment to or modification of this Agreement will be valid unless made in writing and approved by COMPANY and by the City Council of City Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.



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AS TO THE AGENCY:

City of Parlier  
8770 S. Mendocino  
Parlier, California 93648

AS TO THE COMPANY:

Data Ticket, Inc.  
A California Corporation  
2603 Main Street, Suite 300  
Irvine, California 92614

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year last written below.

**AGENCY:**

**CITY OF PARLIER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**COMPANY:**

**DATA TICKET, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

# **DATA** **TICKET** inc.

**Our goal is to offer our Clients the best and most complete services and products available in the Parking and Toll Road/Bridge, Administrative & Miscellaneous Debt Processing and Collections Industry.**

**Each of the offerings listed on the following page may be utilized individually or as a suite of offerings to provide your Agency with the most flexible, comprehensive, interactive service with the highest collection rates possible.**



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### **PARKING CITATION PROCESSING**

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• DATA ENTRY &amp; SCANNING OF ALL MANUALLY WRITTEN CITATIONS AND PAYMENTS</li><li>• DAILY MAILING OF CVC REQUIRED CUSTOMIZED COURTESY NOTICE</li><li>• ONLINE AVAILABILITY TO VIEW SENT COURTESY NOTICES</li><li>• SOFTWARE ENHANCEMENTS RELEASED REGULARLY TO ALL CLIENTS</li><li>• IN AND OUT OF STATE PROCESSING AND COLLECTIONS</li><li>• AB503 COMPLIANT</li></ul> | <ul style="list-style-type: none"><li>• ONLINE AVAILABILITY TO VIEW SENT DELINQUENT NOTICES</li><li>• ONLINE AVAILABILITY TO VIEW SENT ADJUDICATION DISPOSITION LETTERS</li><li>• COMPLETE BANKING AND RECONCILIATION SERVICES</li><li>• CUSTOMIZED ONLINE REPORTING CAPABILITIES AVAILABLE 24/7 - EXPORTABLE</li><li>• ONLINE CAPABILITIES ARE DEFINED BY USERNAME AND PASSWORD</li></ul> |
|--|--|

### **REAL-TIME ACCESS**

#### **AGENCY ACCESS:**

- WEBSITE CUSTOMIZABLE TO EACH AGENCY SITE
- REAL-TIME ACCESS TO DATA, 24/7
- ONLINE ACCESS FOR AGENCY TO MANAGE CITATIONS AND COLLECTIONS PROCESS
- REGULAR ENHANCEMENT RELEASES

#### **CITIZEN ACCESS:**

- ONLINE ACCESS FOR AGENCY PATRONS TO PAY FOR, AND INQUIRE ABOUT CITATIONS IN MULTIPLE LANGUAGES
- ONLINE ABILITY TO APPEAL AND ATTACH SUPPORTING DOCUMENTATION

### **DMV SERVICES**

#### **CALIFORNIA DMV:**

- DAILY, REAL TIME CALIFORNIA REGISTERED OWNER LOOK-UP
- DAILY CALIFORNIA REGISTRATION HOLDS AND RELEASES
- REAL-TIME CALIFORNIA REGISTRATION HOLDS AND RELEASES

#### **OUT OF STATE DMV:**

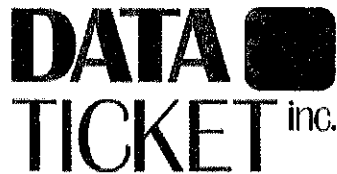
- DAILY REAL TIME OUT OF STATE REGISTERED OWNER LOOK-UP VIA NLETS
- INDIVIDUAL OUT OF STATE REGISTERED OWNER LOOK-UP

### **CUSTOMER SERVICE**

- TOLL-FREE, BI-LINGUAL CUSTOMER SERVICE
- CALL RECORDING OF ALL INBOUND / OUTBOUND CALLS
- TOLL-FREE, BI-LINGUAL IVR 24/7 FOR PHONE PAYMENT AND CITATION INQUIRY
- ONLINE, PHONE AND MAIL PAYMENT OPTIONS FOR PATRONS

### **ADJUDICATION SERVICES**

- FULLY INTEGRATED WEB-BASED ADJUDICATION SOLUTION
- SCHEDULING AND MANAGEMENT OF 2<sup>ND</sup> LEVEL HEARINGS FOR CALIFORNIA
- ALL LETTERS SENT ARE ATTACHED TO CORRESPONDING CITATIONS
- CERTIFIED, INSURED INDEPENDENT HEARING OFFICERS



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ClientServices@DataTicket.com

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#### **HANDHELD TICKET WRITERS**

- MULTIPLE ANDROID HANDHELD UNIT OPTIONS
- REAL-TIME SOLUTION
- REAL-TIME ACCESS TO CA DMV
- COLOR PHOTOS, VIDEO & VOICE RECORDING
- SINGLE PIECE AND 2-PIECE UNIT OPTIONS
- CAPABLE OF CREATING A DEFAULT SETTING FOR STREET SWEEPING
- REMOTE SOFTWARE ENHANCEMENTS RELEASED REGULARLY FOR ALL CLIENTS

#### **DELINQUENT COLLECTIONS**

- PROPRIETARY DELINQUENT COLLECTIONS PROCESS INCLUSIVE OF MULTIPLE NOTICES
- FRANCHISE TAX BOARD INTERAGENCY INTERCEPT PROGRAM FOR CALIFORNIA CLIENTS
- ADVANCED COLLECTIONS
- SINGLE SYSTEM OF RECORD FOR ALL COLLECTIONS DATA

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#### **ONLINE PERMITTING**

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• CUSTOMIZEABLE SOLUTION FOR PERMIT SALES AND ISSUANCE</li><li>• RESIDENTIAL AND OVERSIZED VEHICLE PARKING SOLUTIONS</li></ul> | <ul style="list-style-type: none"><li>• REAL-TIME PERMIT DATA AVAILABLE ON HANDHELD SOLUTIONS</li><li>• INTEGRATED SOLUTION FOR OUTSTANDING CITATIONS PRIOR TO PERMIT PURCHASE</li></ul> |
|--|--|



126729876 0983-1

C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

# OFFICIAL COURTESY NOTICE UNPAID PARKING CITATION(S)

DTI0829B SNGLP 926  
7000000269 00.0001.0269 269/1



## Vehicle Information

Plate/VIN:   
State: CA  
Make: NISS

NOTICE DATE: 08/30/16  
AMOUNT DUE: \$54.00

**IMPORTANT**

1. Send check or money order. **NO CASH.** US funds only.
2. Print citation number on your payment.
3. To ensure proper credit, return the bottom portion of this notice with your payment.
4. Failure to respond will result in the loss of your right to appeal.

IF YOU RECEIVED THIS NOTICE IN ERROR -- SEE THE REVERSE SIDE

Our records indicate parking citation(s) were issued to this vehicle. No response to the original parking citation(s) has been received or your response was incomplete. As the registered owner or lessee at the time the vehicle was cited, you are responsible for responding to this notice. Your options are as follows:

- 1) Pay the parking citation indicated below online at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) OR by mail at the address indicated below OR by telephone at 1-800-989-2058
- 2) File an affidavit of non-liability (see reverse)
- 3) Appeal the parking citation

Your payment or appeal must be received no later than 14 days from the DATE OF THIS NOTICE. To submit an appeal, provide a written explanation online at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or send by mail to: The Issuing Agency, C/O Citation Processing Center, P.O. Box 11024, Newport Beach, CA 92658-5016. **THE DMV MAY WITHHOLD RENEWAL OF YOUR VEHICLE REGISTRATION IF YOU FAIL TO RESPOND!** Vehicles with 5 or more citations may be impounded or immobilized pursuant to California Vehicle Code Sections 22651(i)(1) and 22651.7. For additional information please visit [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or call 1-800-989-2058 and review the back of this notice.

Citation #	Date & Time Issued	Description of Violation	Location	Amount
<input type="text"/>	08/22/2016 09:02 AM	4-7.1607.1, Street Sweeping	7012 STAFFORD AVE	\$54.00

(If paid, return copy (Front & Back) of canceled check, money order, or receipt)  
Please return this portion with your payment -- Use the enclosed envelope (0983-3)

Notice Date	Notice Number	Plate/VIN	State	Make
08/30/16	TW126729876	5PWP812	CA	NISS
TOTAL DUE NOW				\$54.00
DUE AFTER 09/21/16				\$84.00
DUE AFTER 10/21/16				\$114.00
DUE AFTER 11/20/16				\$144.00



0126729876

A convenience fee may be applied

0983-1

**DO NOT SEND CASH. WRITE CITATION # ON PMT**  
**MAKE CHECK OR MONEY ORDER PAYABLE TO:**

☐ Visa ☐ Master Card ☐ Discover ☐ American Express

Number \_\_\_\_\_ Exp. \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_

08/22/2016 HP050001661

54.00



C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

## Payments

You may make payment by going to: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or by sending your payment to the address listed on the front of this notice. If you make payment by mail, enclose the lower portion of this notice and **WRITE THE CITATION NUMBER ON YOUR CHECK AND ON THE ENVELOPE**. Make check, money order, or cashiers check **PAYABLE TO THE ISSUING AGENCY. DO NOT SEND CASH**. Please refer to the front of this notice for other payment options. Payments must be **RECEIVED BY** the date indicated on the front of this notice. **THE POSTMARK DATE WILL NOT PREVENT PENALTIES** from being added.

## Already Paid

If you are the recipient of this notice and you have already made a payment it is possible your payment was received late and you owe a penalty. Please contact the Citation Processing Center at 800-989-2058 or via the web at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) for more information.

## Wish to Appeal the Citation

You may appeal the violation(s) associated with this notice online at: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or you may appeal by mail by submitting a copy of the citation and an explanation of any extenuating circumstances and/or why you believe this violation(s) was issued in error. Appeals sent via mail must be **RECEIVED WITHIN 14 DAYS OF THE MAILING DATE OF THIS NOTICE**. Those appeals received after 14 days of the mailing date will not be accepted. You may submit photographs or other documents to support your position. These documents will not be returned to you. Please type or print clearly. You may use the enclosed envelope to submit your appeal to the address on the front of this notice.

## Not Liable

You have been charged with the violation(s) listed on the reverse side because California Vehicle Code creates the presumption that the registered owner of an illegally parked vehicle has committed the violation(s) and Department of Motor Vehicles records indicated that you were the registered owner of the vehicle on the date of said violation(s). **IF, ON THE DATE OF THESE VIOLATION(S) YOU WERE NOT THE OWNER**, or the vehicle was in possession of another party pursuant to a rental or lease agreement, you must complete the AFFIDAVIT OF NON-LIABILITY below. When accompanied with evidence supporting the affidavit, you may relieve yourself of liability for these violations. Both the **AFFIDAVIT AND SUPPORTING DOCUMENTATION ARE REQUIRED**. Do not send original documentation, it will not be returned.

## Registration or Equipment Violation(s)

Violations of California Vehicle Code (CVC) Sections 4000a, 5200, 5202 and 5204 require vehicle inspection and evidence of violation correction. Evidence of correction may be obtained at any Law Enforcement Agency during regular business hours. The penalty amount on these violations will be reduced to a proof of correction fee of \$10.00 when the **CERTIFICATE OF CORRECTION IS COMPLETED AND RECEIVED ON OR BEFORE THE DUE DATE ON THE REVERSE SIDE OF THIS NOTICE. \$10.00 IS DUE FOR EACH VIOLATION AND MUST BE RETURNED WITH THE COMPLETED CERTIFICATE OF CORRECTION BELOW.**

INCOMPLETE INFORMATION WILL NOT BE ACCEPTED OR ACKNOWLEDGED

## AFFIDAVIT OF NON-LIABILITY

A defense against the parking violation set forth in this notice is appropriate, because on the day and time of the citation issuance (check only one).

- ☐ The vehicle had been sold to someone else prior to the citation issue date. (A completed copy of the bill of Sale and/or Certified Release of Liability is required. Complete the information below.)
- ☐ On the date the citation was issued, the vehicle was leased or rented to someone else under a written agreement. (A copy of the contract is required)

CERTIFICATE OF CORRECTION				
THIS MUST BE RETURNED WITH A \$10.00 PROOF OF CORRECTION FEE FOR EACH VIOLATION				
SECTIONS VIOLATED	OFFICER'S SIGNATURE	ID NUMBER	AGENCY	DATE

Date Sale, Purchase or Lease/Rental was executed: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

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

X \_\_\_\_\_  
(SIGNATURE) DATE



127326497 0984-2

C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

# OFFICIAL NOTICE OF DELINQUENT PARKING CITATION(S)

DTR1123B AUTO 3-DIGIT 902  
7000000450 00.0002.0240 450/1



## Vehicle Information

Plate/VIN:



State:

CA

Make:

NISS

NOTICE DATE:

11/25/16

AMOUNT DUE:

\$144.00

**IMPORTANT**

1. Send check or money order. **NO CASH.** US funds only.
2. Print citation number on your payment.
3. To ensure proper credit, return the bottom portion of this notice with your payment.

IF YOU RECEIVED THIS NOTICE IN ERROR -- SEE THE REVERSE SIDE

Our records indicate that parking citation(s) were issued to this vehicle and that you have previously failed to respond to requests for payment or your response was incomplete. As a result, your vehicle may have been placed on lien with the Department of Motor Vehicles. As the registered owner or lessee at the time this vehicle was cited, you are responsible for responding to this notice immediately.

Failure on your part to either submit certified proof of non-ownership from the Department of Motor Vehicles, or submit a payment within fifteen 15 days from the date of this notice may necessitate further action such as, but not limited to:

1) Vehicle Impoundment

Read the back of this notice for more information. If you need further assistance or to pay, go to:  
[www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or call 1-800-969-6158.

If you are the recipient of this notice and you have already made a payment it is possible your payment was received late and you owe a penalty. Please contact the Citation Processing Center at 1-800-969-6158 or via the web at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) for more information.

Citation #	Date & Time Issued	Description of Violation	Location	Amount
	08/22/2016 09:02 AM	4-7.1607.1, Street Sweeping	7012 STAFFORD AVE	\$144.00

(If paid, return copy (Front & Back) of canceled check, money order, or receipt)  
Please return this portion with your payment - Use the enclosed envelope (0984-3)

Notice Date	Notice Number	Plate/VIN	State	Make
11/25/16	TW127326497	5PWP812	CA	NISS
TOTAL DUE NOW				\$144.00



A convenience fee may be applied

0984-2

**DO NOT SEND CASH. WRITE CITATION # ON PMT**  
**MAKE CHECK OR MONEY ORDER PAYABLE TO:**

☐ Visa ☐ Master Card ☐ Discover ☐ American Express

Number \_\_\_\_\_ Exp. \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_

08/22/2016 HP050001661

144.00



C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479



PROOF OF NON-LIABILITY

You are charged with the violation(s) listed on the reverse side because the records of the Department of Motor Vehicles indicate that the vehicle listed on the citation was registered to you on the date the citation was issued. The law presumes that the registered owner is the person who committed the violation(s). If you were not the person who committed the violation(s), you may take certain actions to relieve yourself of liability. Your claim of non-liability must be based upon completion and return of the Declaration of Non-Liability set forth below.

DECLARATION OF NON-LIABILITY

INSTRUCTIONS: This declaration must be completed, dated, signed, returned and must be post marked within 15 days of the notice. You may use the provided envelope for this purpose. The undersigned declares that at the time the citation was issued to the vehicle listed on the reverse side, the vehicle (check only one):

- |   |  |
|---|--|
| <input type="checkbox"/> 1) Had been transferred to the party identified below (provide a certified, stamped Release of Liability from DMV)   | <input type="checkbox"/> 3) Was not yet transferred to me and then owned by the party identified below.                                    |
| <input type="checkbox"/> 2) Was in the possession of another party pursuant to a lease or rental agreement. Proof of such an agreement must be post marked within fifteen (15) days of this notice. | <input type="checkbox"/> 4) Violation was previously paid as evidenced by copy of cancelled check, money order or receipt, front and back. |

NAME AND ADDRESS OF RESPONSIBLE PARTY IS: (PLEASE PRINT AND SIGN BELOW)

NAME \_\_\_\_\_ DATE SALE, PURCHASE, OR LEASE/RENTAL WAS EXECUTED: \_\_\_\_\_  
STREET \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

INCOMPLETE INFORMATION WILL NOT BE ACCEPTED OR ACKNOWLEDGED.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature \_\_\_\_\_ Date \_\_\_\_\_



127580361 0984-3

C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

# OFFICIAL NOTICE OF DELINQUENT PARKING CITATION(S)

DTR1227E SCH 5-DIGIT 90255  
7000001815 00.0007.0085 1815/1



## Vehicle Information

Plate/VIN:

State: CA

Make: NISS

NOTICE DATE: 12/28/16

AMOUNT DUE: \$144.00

**IMPORTANT**

1. Send check or money order. **NO CASH.** US funds only.
2. Print citation number on your payment.
3. To ensure proper credit, return the bottom portion of this notice with your payment.

IF YOU RECEIVED THIS NOTICE IN ERROR -- SEE THE REVERSE SIDE

Our records indicate that you have previously failed to respond to requests for payment or your response was incomplete. As a result, your vehicle may have been placed on lien with the Department of Motor Vehicles. It is necessary that you either submit certified proof of non-ownership from the Department of Motor Vehicles, or submit payment within fifteen 15 days to prevent further action such as, but not limited to:

- 1) Vehicle Impoundment
- 2) Notification to the State Franchise Tax Board

Please pay the indicated amount within fifteen 15 days of receipt of this notice to avoid further action. Read the back of this notice for more information. If you need further assistance or to pay, go to: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or call 1-800-969-6158.

If you are the recipient of this notice and you have already made a payment it is possible your payment was received late and you owe a penalty. Please contact the Citation Processing Center at 1-800-969-6158 or via the web at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) for more information.

Citation #	Date & Time Issued	Description of Violation	Location	Amount
	08/22/2016 09:02 AM	4-7.1607.1, Street Sweeping	7012 STAFFORD AVE	\$144.00

(If paid, return copy (Front & Back) of canceled check, money order, or receipt)  
Please return this portion with your payment -- Use the enclosed envelope (0984-3)

Notice Date	Notice Number	Plate/VIN	State	Make
12/28/16	TW127580361		CA	NISS
TOTAL DUE NOW				\$144.00



0 1 2 7 5 8 0 3 6 1

A convenience fee may be applied

0984-3

**DO NOT SEND CASH. WRITE CITATION # ON PMT**  
MAKE CHECK OR MONEY ORDER PAYABLE TO:

☐ Visa ☐ Master Card ☐ Discover ☐ American Express

Number \_\_\_\_\_ Exp. \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_

08/22/2016 HP050001661

144.00



C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

PROOF OF NON-LIABILITY

You are charged with the violation(s) listed on the reverse side because the records of the Department of Motor Vehicles indicate that the vehicle listed on the citation was registered to you on the date the citation was issued. The law presumes that the registered owner is the person who committed the violation(s). If you were not the person who committed the violation(s), you may take certain actions to relieve yourself of liability. Your claim of non-liability must be based upon completion and return of the Declaration of Non-Liability set forth below.

DECLARATION OF NON-LIABILITY

INSTRUCTIONS: This declaration must be completed, dated, signed, returned and must be post marked within 15 days of the notice. You may use the provided envelope for this purpose. The undersigned declares that at the time the citation was issued to the vehicle listed on the reverse side, the vehicle (check only one):

- |   |  |
|---|--|
| <input type="checkbox"/> 1) Had been transferred to the party identified below (provide a certified, stamped Release of Liability from DMV)   | <input type="checkbox"/> 3) Was not yet transferred to me and then owned by the party identified below.                                    |
| <input type="checkbox"/> 2) Was in the possession of another party pursuant to a lease or rental agreement. Proof of such an agreement must be post marked within fifteen (15) days of this notice. | <input type="checkbox"/> 4) Violation was previously paid as evidenced by copy of cancelled check, money order or receipt, front and back. |

NAME AND ADDRESS OF RESPONSIBLE PARTY IS: (PLEASE PRINT AND SIGN BELOW)

NAME \_\_\_\_\_ DATE SALE, PURCHASE, OR LEASE/RENTAL WAS EXECUTED: \_\_\_\_\_  
STREET \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

INCOMPLETE INFORMATION WILL NOT BE ACCEPTED OR ACKNOWLEDGED.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature \_\_\_\_\_ Date \_\_\_\_\_



127875503 0984-4

C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

# OFFICIAL NOTICE OF DELINQUENT PARKING CITATION(S)

## Vehicle Information

Plate/VIN: 

State: CA

Make: NISS

NOTICE DATE: 01/30/17

AMOUNT DUE: \$144.00

**IMPORTANT**

1. Send check or money order. **NO CASH.** US funds only.
2. Print citation number on your payment.
3. To ensure proper credit, return the bottom portion of this notice with your payment.

DTR0127A ALL FOR AADC 900  
7000002724 00.0010.0354 2724/1



IF YOU RECEIVED THIS NOTICE IN ERROR -- SEE THE REVERSE SIDE

You have FAILED to respond to requests for PAYMENT OF PARKING VIOLATIONS or your response was incomplete. The Agency has legal authority to collect this debt and it is your responsibility to pay. Your IMMEDIATE PAYMENT WILL AVOID FURTHER CONFRONTATION AND ACTION AGAINST YOU, such as, but not limited to:

- 1) Vehicle Impoundment
- 2) California or out-of-state vehicle registration restrictions
- 3) Tax Refund Attachment

If you need further assistance or to pay, go to: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or call 1-800-969-6158.

If you are the recipient of this notice and you have already made a payment it is possible your payment was received late and you owe a penalty. Please contact the Citation Processing Center at 1-800-969-6158 or via the web at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) for more information.

Citation #	Date & Time Issued	Description of Violation	Location	Amount
<input type="text"/>	08/22/2016 09:02 AM	4-7.1607.1, Street Sweeping	7012 STAFFORD AVE	\$144.00

(If paid, return copy (Front & Back) of canceled check, money order, or receipt)  
Please return this portion with your payment -- Use the enclosed envelope (0984-3)

Notice Date	Notice Number	Plate/VIN	State	Make
01/30/17	TW127875503	<input type="text"/>	CA	NISS
TOTAL DUE NOW				\$144.00



0 1 2 7 8 7 5 0 3

A convenience fee may be applied

0984-4

**DO NOT SEND CASH. WRITE CITATION # ON PMT**  
MAKE CHECK OR MONEY ORDER PAYABLE TO:

☐ Visa ☐ Master Card ☐ Discover ☐ American Express

Number \_\_\_\_\_ Exp. \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature \_\_\_\_\_ Phone \_\_\_\_\_

08/22/2016 HP050001661

144.00



C/O Citation Processing Center  
P.O. Box 10479  
Newport Beach, CA 92658-0479

**PROOF OF NON-LIABILITY**

You are charged with the violation(s) listed on the reverse side because the records of the Department of Motor Vehicles indicate that the vehicle listed on the citation was registered to you on the date the citation was issued. The law presumes that the registered owner is the person who committed the violation(s). If you were not the person who committed the violation(s), you may take certain actions to relieve yourself of liability. Your claim of non-liability must be based upon completion and return of the Declaration of Non-Liability set forth below.

**DECLARATION OF NON-LIABILITY**

**INSTRUCTIONS:** This declaration must be completed, dated, signed, returned and must be post marked within 15 days of the notice. You may use the provided envelope for this purpose. The undersigned declares that at the time the citation was issued to the vehicle listed on the reverse side, the vehicle (check only one):

- |   |  |
|---|--|
| <input type="checkbox"/> 1) Had been transferred to the party identified below (provide a certified, stamped Release of Liability from DMV)   | <input type="checkbox"/> 3) Was not yet transferred to me and then owned by the party identified below.                                    |
| <input type="checkbox"/> 2) Was in the possession of another party pursuant to a lease or rental agreement. Proof of such an agreement must be post marked within fifteen (15) days of this notice. | <input type="checkbox"/> 4) Violation was previously paid as evidenced by copy of cancelled check, money order or receipt, front and back. |

**NAME AND ADDRESS OF RESPONSIBLE PARTY IS: (PLEASE PRINT AND SIGN BELOW)**

NAME \_\_\_\_\_ DATE SALE, PURCHASE, OR LEASE/RENTAL WAS EXECUTED: \_\_\_\_\_  
STREET \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

**INCOMPLETE INFORMATION WILL NOT BE ACCEPTED OR ACKNOWLEDGED.**

**I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Cost Proposal:**

Thank you for providing Data Ticket with the opportunity to provide services to you and the public you serve. We believe you will find the upgrade in services to provide you and your citizens with complete transparency in parking citation processing while affording a level of ease in resolving parking citations that far exceeds those services offered previously.

Below and on the following pages we have provided a detailed description of the services we provide. You will note many of these services are not currently being provided. As such we have annotated these services as "New". You will also note many of these services are optional in that your Agency may elect to utilize them now or later should you choose. We have annotated these services as "Optional".

**Manual Parking Citation Processing: \$0.65**

***Services for the above-mentioned items include:***

- On-site data entry of manually written citations performed within 48 hours of receipt
- On-site quality assurance verification of manually entered citations
- Scanning of all manually written citations onto our network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations

**Electronic Parking Citation Processing (New): \$0.55**

***Services for the above-mentioned items include:***

- Automated citation transmission into Data Ticket's Citation Management Solution 24/7
- Automated confirmation email detailing successfully transmitted citations
- Automated transmission of photos attached to citations

**Courtesy Notice: \$0.80**

***Services for the above-mentioned item include:***

- Semi-custom Courtesy Notice that is printed on an 8 ½ x 11" piece of paper with a perforated tear-off payment stub provided in a window envelope sent to the registered owner of a vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices sent via 1<sup>st</sup> Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- **This charge is only incurred if the individual does not pay off the windshield and a notice is sent to the individual as a result**

**Out-of-State Collections (New): 25% of revenue collected**

- This fee will cover all expenses associated with obtaining out-of-state registered owner information and will only be due when a citation is paid
- Data Ticket is a recognized Strategic Partner with NLETs and we are currently utilizing the City's and our ORI
- **This fee is not combined with any other contingency fee.** For example, if a citation is rolled to a delinquent status, only 23% of revenue collected will be charged
- **If Data Ticket does not collect on a citation that is issued to an out of state plate, the City does not owe this fee.**

**Delinquent Collections (New):**

**25% of revenue collected**

- This fee will be assessed when a citation is ninety (90) days past the citation issue date, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason
- Three Delinquent Notices will be sent to the registered owner at no cost to the City
- All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- All notices are attached to the citation online and are viewable via the web
- **If Data Ticket does not collect on a citation that is delinquent, the Agency does not owe this fee**
- Notices will be sent via 1<sup>st</sup> Class Mail, and Data Ticket will be responsible for the cost incurred and all customer service and payment entry

**Franchise Tax Board Processing (New)**

**SSN Look-up:**

**\$2.00 per SSN**

- This fee will be assessed to lookup a social security number associated with a registered owner and address
- **This charge is charged per unique SSN, not per citation**

**FTB Collections:**

**15% of revenue collected**

- This fee is charged if a citation is paid at the Franchise Tax Board
- **This charge is not combined with any other charge;** for example, if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- Data Ticket will send an FTB Notice to the Customer as required by the Interagency Intercept Program; **this notice will be sent via 1<sup>st</sup> Class Mail and will be sent at no cost to the City**
- **All notices are attached to the citation online and are viewable via the web**
- **Data Ticket will pay for the Agency's cost to participate in the FTB program;** annually, FTB will send an invoice to the Agency for the number of debts placed at FTB; the Agency will simply provide this invoice to Data Ticket and Data Ticket will pay it in full
- **If Data Ticket does not collect on a citation that is at FTB, the Agency does not owe the collection fee**

**Adjudication:**

**1<sup>st</sup> Level Hold & Scanning of Review Request (Optional)**

**\$0.50 per citation**

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Review Request Hold and scan all received documentation into the Citation Management Solution where it is displayed on the web for the Agency's Staff
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal

**Data Ticket, Inc.**  
Irvine, CA  
O: 949-428-7241

**City of Parlier**  
Parking Citation Processing  
Cost Model and Service Offering

**Disposition and Schedule Letters**

**\$0.80 per letter**

- Data Ticket will send a custom disposition letter to the Appellant via 1<sup>st</sup> Class Mail
- All letters are attached to the citation online and are viewable via the web

**2<sup>nd</sup> Level Hearing Hold, Scanning and Scheduling of Hearing (Optional)**

**\$0.50 per citation**

- Data Ticket will review all documentation received by the Appellant and determine whether the request received within the required timeframe
- If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution where it is displayed on the web for the Agency's Staff and the Hearing Officer
- If the request is received outside the required timeframe, the Agency will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal
- Data Ticket will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the Agency's schedule

**2<sup>nd</sup> Level Hearings Performed (Optional)**

**\$85.00 per hour**

- Data Ticket's independent, certified, insured hearing officers will be provided to the to perform in-person, phone and written hearings
- Each hearing request will be reviewed, heard or read and all required research will be performed
- The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the Agency, Appellant and Data Ticket
- Hearings will be scheduled
- The Agency will incur costs associated with mileage as defined by Federal guidelines
- Data Ticket will work with the Agency to arrange for the use of a conference room at an Agency location or the Agency may elect to have citations heard at a centralized location within the County

**Assembly Bill 503 Changes**

With many of our Agencies focused on the implementation of AB 503, a significant concern is the impact it may have on Agency's Staff's time and responsibilities. Given this, we have offered to accept and review all payment plan requests for persons claiming indigency. This new process includes the acceptance of documentation via the web and US Mail, the review of this documentation and the scanning of all the documentation and attachment to the citation to which it applies. Based on each Agency's unique business rules, Data Ticket will either accept or deny each request and then proceed to setup the payment plan or issue a letter of denial with a reason for the denial. The costs for these services are provided below:

**Acceptance and Scanning of Indigent Payment Plan Requests (Approval/Denial by Data Ticket)**

**\$5.00 per request**

**OR**



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O: 949-428-7241

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**Accepting and Scanning of Indigent Payment Plan Requests  
(Approval/Denial by City)**

**\$2.00 per request**

**AND**

**Indigent Payment Plan/Denial Letters**

**\$0.85 per letter**

**Joint / Escrow Banking Services (Optional)**

**\$100.00 per month**

**Services for the above-mentioned item include:**

- Daily deposits of funds to the Agency's escrow account
- Online, real-time reconciliation reports that tie directly to the bank statement
- Processing of all credit card charge-backs and Insufficient Funds
- Month-end reconciliation of all funds collected
- Disbursement of County / State Surcharges at month-end
- Payment of Data Ticket's invoice
- Disbursement of the net remittance to the Agency
- Scanning of all payments directly to joint bank account daily using remote check deposit
- The Agency will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year

**Charge-backs and NSF's (Optional)**

**\$1.25 per issued instance**

- Data Ticket will process credit card charge-backs and NSFs when notified of each occurrence
- Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation

**Refunds (Optional)**

**\$3.50 per issued instance**

- Data Ticket will process refunds when notified by the Agency
- In the event the Agency utilizes Joint Banking, Data Ticket will verify, generate and send each refund due when notified by the bank
- Refunds will be issued weekly
- Refunds will be sent via 1<sup>st</sup> Class Mail

**Credit Card Processing Fee**

**\$3.50 per transaction charged to the Citizen**

- This fee will be charged to the citizen when the citizen pays with a credit / debit card online, via the IVR Solution, via a Customer Service Representative or via a mail in credit / debit card option.
- No fee will be charged to the City

**Monthly Minimum**

**\$200.00**

- A minimum fee of \$200.00 will be charged on a monthly basis if services do not reach this level (not inclusive of the Joint/Escrow Banking Services fee)

**Services Included in the Above Costs:**

**Online Access for the Agency's Customers (New):**

**Included**

The Agency's Customers will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)

- Request a 1<sup>st</sup> Level Administrative Review and attach up to nine documents supporting their position
- Request a 2<sup>nd</sup> Level Administrative Hearing Request and attach up to nine documents supporting their position
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the Agency allows)

**Online Access for the Agency's Staff (New):**

**Included**

Access to the Agency's data is based on unique usernames and passwords assigned to each individual who requires access to the system. **Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.**

Our Solution is setup to maintain a complete audit trail for each and every transaction in the system, therefore, the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each Agency Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
- Accept payment via Cash, Check or Money Order
- Process NSFs, Chargebacks and Refunds
- Reduce or increase violation amounts, dismiss citations, void citations and place citations on hold
- Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
- Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non-responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the Agency via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the 2<sup>nd</sup> Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without registered owner information

**Reporting (New):**

**Included**

- Data Ticket offers 24 reports online for our Clients to generate, print and re-print 24/7. We provide real-time reports that can be generated for any timeframe required and we provide pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because we do not purge data unless specifically requested to do so by a Client, the data is available as long as the Agency is a Client.

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- All reports are generated in HTML so our Clients can copy and paste the data into Excel for data manipulation purposes.
- If the Agency were to request a report that was not already available using the standard reports or report generator, Data Ticket would work with the Agency to design the report and provide it to the Agency at no cost.

**Manual Payment Processing:**

**Included**

- Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at our PO Box in Newport Beach where a bonded and insured courier picks up the mail daily and delivers it to our Newport Beach office
- On-site Mail Department opens, sorts and batches the payments before providing them to our on-site Data Entry Department
- After double-blind entry of each payment, the citations are updated by our Quality Assurance team
- Payments are then provided to our Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

**Registered Owner Information:**

**Included**

- Registered owner information for all citations issued on California license plates
- Turnaround time for acquisition of California registered owner information is **same day**
- Registered owner information for all citations issued on out of state license plates
- Data Ticket is a recognized Strategic Partner with NLETs and **has access to registered owner information nationwide real-time through NLETs service**
- Access to this system requires the use of the City's ORI for tracking purposes only; Data Ticket will utilize its own ORI for actually acquiring the out of state RO data

**CA DMV Holds and Releases:**

**Included**

- California DMV Holds and Release performed daily via an online connection
- Holds and releases can also be performed real-time, upon request
- Citation amounts placed on hold are updated daily in the event a partial payment is made

**Customer Service:**

**Included**

- Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fix-it tickets, sign-offs, FTB, advanced credit reporting collections and more
- **All calls are recorded to quality assurance and recordings can be sent to the Agency at any time for review**
- Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
- The IVR accepts VISA, MasterCard, Discover, and American Express

**Web Presence (New):**

**Included**

- Data Ticket's Solution is 100% web-based and Section 508 Compliant and is provided at: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com); this is a generic website in the

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sense that it is not Agency branded. **This website allows for the Agency and the Agency's Customers to access citations online**

- **If the Agency prefers to have an Agency branded website, one in which the look and feel mimics that of the Agency's website, Data Ticket can and will provide this feature to the Agency.**

**Cost Increases:**

**Postal Rate Increase Offset** – If postal rates increase during the term of the agreement, fees to DTI shall be raised immediately to offset the effect of the actual postal rate increase.

**CPI Increases** – *There will be NO CPI increases for the duration of the agreement.*

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Irvine, CA  
O: 949-428-7241

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### Handheld Citation Processing

#### Android Pricing (Optional)

Data Ticket has provided the following handheld unit pricing for **Three Year Lease Price** option as well as a **Purchase Price Option**.

Item	Samsung Galaxy S8 Plus (or Similar Android Unit) w/ TSC 3" Printer*
3 Year Lease Price	\$62.00 / per month
Purchase Price	\$1,180.00 per Unit TSC 3" Printer: \$350.00 per Unit

\*These costs are exclusive of tax

### HANDHELD LICENSING AND SUPPORT COSTS

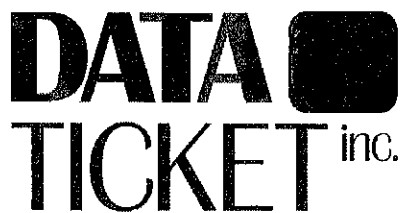
**Handheld Software License Fee**      **\$500.00 per unit per year, 1<sup>st</sup> year only**  
   **\$150.00 per unit per year, 2<sup>nd</sup> and subsequent years**  
This fee is for the software application and all enhancements.

**Support**      **\$25.00 per month per unit**  
Support includes full repair or replacement of any units which fail to perform.  
There is no deductible charged.

**Training**      **No Charge**  
Onsite training at the City's preferred location will be provided free of charge for both the handheld ticket writer training and the system training. Training typically takes place over the course of a few hours and will be customized to meet the City's requirements. Travel expenses will be billable for handheld training.

**Ticket Stock**      **To be Quoted**  
Ticket stock pricing can be quoted based on need.

**Wireless Services**      **Actual Cost**  
If the City elects to utilize a wireless data plan by which to transmit citations, Data Ticket will pass the cost of the data plan directly from the wireless vendor.



## **Data Ticket Internal Department Contacts**

Main Office Number: (949) 752-6937

### **Accounting**

Invoicing and deposits

Mariane Hernandez - Lead

[Accounting@DataTicket.com](mailto:Accounting@DataTicket.com)

(949) 428-7258

### **Appeals/Hearings**

Appeal requests and Information relating to Adjudication

[Hearings@DataTicket.com](mailto:Hearings@DataTicket.com)

(949) 752-6937

### **Client Relations**

Main points-of-contact for general account needs

Heather Nowlan – Director, Client Relations

[ClientServices@DataTicket.com](mailto:ClientServices@DataTicket.com)

(949) 428-7241

Serena Smith-Banas- Administrative Assistant

[SSmithBanas@DataTicket.com](mailto:SSmithBanas@DataTicket.com)

(949) 428-7244

### **Handheld Questions**

Bradley Miller

[MobileSupport@DataTicket.com](mailto:MobileSupport@DataTicket.com)

(949) 544-0991

### **Operations**

Citation changes (Dismissals, Violation or Citation Edits, Responsible Party updates), Payments, FTB

[Operations@DataTicket.com](mailto:Operations@DataTicket.com)

(949) 752-6937

### **Data Entry**

Manually Written Citation Inquiries and Data Entry

[AdminCites@DataTicket.com](mailto:AdminCites@DataTicket.com) (Administrative Citations)

[ParkingCites@DataTicket.com](mailto:ParkingCites@DataTicket.com) (Parking Citations)



## **CITATION PROCESSING CENTER**

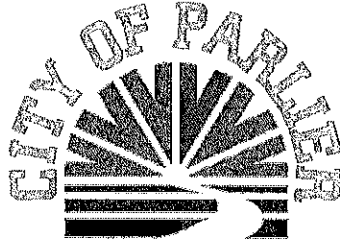
### **Customer Service for Citizens**

Citizens' bi-lingual Customer Service lines

1-800-969-6158 (Administrative Citations)

1-800-989-2058 (Parking Citations)

[www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com)



## STAFF REPORT

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DATE: July 19, 2018

TO: PARLIER CITY COUNCIL

FROM: Jose V. Garza, Chief of Police

SUBJECT: Agreement Between the City of Parlier and the City of Coalinga for the Provision of Police Department Dispatch Services.

**RECOMMENDATION:** Staff recommends Council approve the Agreement between the City of Parlier and the City of Coalinga for the Provision of Police Department Dispatch Services.

**BACKGROUND:** Currently, the City of Parlier contracts with the County of Fresno for the performance of law enforcement dispatch services and 9-1-1 answering responsibilities. The City currently pays the County \$19,052.08/month (\$228,624.96/year) for these services.

**DISCUSSION:** Under the proposed Dispatch Agreement, the City of Coalinga would provide to the City of Parlier emergency dispatch services within the corporate limits of Parlier. Such services include the City of Coalinga being the answering point for all 9-1-1 calls initiated within Parlier's city limits, radio dispatch, and monitoring and coordinating all law enforcement activities generated by callers from within Parlier's city limits and/or Parlier's police employees.

Under the proposed Dispatch Agreement, the City of Coalinga will provide mobile radio and computer infra-structure for Parlier to connect its end-user equipment and will subscribe for Parlier's use of Coalinga's Computer Aided Dispatch ("CAD") and Records Management Systems ("RMS").

The base cost to the City of Parlier for services under the proposed Dispatch Agreement during the first year is \$106,000.00, not including additional costs of equipment upgrades, licensing, training, computer hardware, computer software and radio equipment necessary for the City of Coalinga to provide services.

Following the first year of service and every year thereafter, the parties will review the cost of base services to determine if an adjustment to the annual base cost is appropriate. Any increase in the annual base cost shall not exceed that of the Fresno All Urban Consumer Price Index from the previous calendar year (January-December).

**BUDGET IMPACT:** Contracting with the City of Coalinga for dispatch services will save

the City approximately \$ 122,000.00 for the first year of service.

Prepared By:

Approved By:

Jose V. Garza  
Chief of Police

Sam Escobar  
City Manager





STAFF REPORT

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TO: PARLIER CITY COUNCIL

FROM: Sam Escobar, City Manager

DATE: July 19, 2018

SUBJECT: Resolution Authorizing Execution and Delivery of a Municipal Equipment Lease Agreement and Approving Related Documents and Actions

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**Subject/Discussion:**

The City Council has before it a Resolution approving the terms of an equipment lease financing in order to finance the lease of six (6) 2018 Ford Police Interceptor cars through Ford Motor Credit Company LLC ("Ford"). The Resolution specifically approves the terms of the Municipal Equipment Lease Agreement ("Lease Agreement") with Ford and the attached schedule which describes the required Lease Payments. The Resolution approves the Lease Agreement with a term of up to four (4) years, and with the annual Lease Payments not to exceed \$50,000, the total principal amount to be financed not to exceed \$200,000, and the true interest cost not to exceed 6.20%.

The City has an option to purchase the cars on the last day of the Lease Term, here June 8, 2021, or earlier upon thirty (30) days' notice.

According to Ford, the good faith estimates of the principal component of the lease payments to be made by the City and the true interest cost of the financing, are \$171,759.50 and 6.20%, respectively. Additionally, Ford's good faith estimate as to the finance charge is \$545.00, with an estimated Total Payment Amount of \$187,553.80.

**Recommendation:**

Staff recommends that the City Council adopt the Resolution authorizing the execution of the Lease Agreement, Schedule and authorizing related actions and documents.

**BEFORE THE CITY COUNCIL  
OF THE CITY OF PARLIER  
FRESNO COUNTY, CALIFORNIA**

**RESOLUTION NO. 2018-40**

**AUTHORIZING EXECUTION AND DELIVERY OF A MUNICIPAL  
EQUIPMENT LEASE AGREEMENT AND APPROVING RELATED DOCUMENTS  
AND ACTIONS**

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**WHEREAS**, the City of Parlier (the "City" or "Lessee") desires to obtain new police cars and is proceeding to finance the acquisition of six (6) 2018 Ford Police Interceptor cars (the "Property") referenced in the Lease Agreement (defined below); and

**WHEREAS**, in order to finance the Property and related costs, the City has proposed to lease the Property from Ford Motor Credit Company LLC (the "Lessor") pursuant to the terms of a Municipal Equipment Lease Agreement (the "Lease Agreement"), including the payment schedule and attachments attached to the Lease Agreement (the "Schedule"), each between the City, as lessee, and the Lessor; and

**WHEREAS**, the City has the option to purchase the Property at the end of the lease term in accordance with the Lease Agreement; and

**WHEREAS**, City staff has previously provided the City Council of the City (the "Council") with information relating to the lease of the Property and the economic advantage of a lease financing; and

**WHEREAS**, the City is authorized to enter into lease agreements for equipment under Sections 37350 and 37351 of the Government Code of the State of California; and

**WHEREAS**, the Council has obtained from the private lender, Ford Motor Credit Company LLC, good faith estimates of (a) the true interest cost of the financing authorized by this Resolution, (b) the sum of all fees and charges paid to third parties with respect to the financing, (c) the amount of proceeds of the financing expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the financing, and (d) the aggregate sum total of all Lease Payments made pursuant to the Lease Agreement calculated to the final term of the lease, plus the fees and charges paid to third parties not paid with the proceeds of the financing, and such estimates are disclosed and set forth in Exhibit A attached hereto; and

**WHEREAS**, the Council wishes at this time to authorize and approve all proceedings for the financing of the Property and related costs, and all related documents and actions, in furtherance of the public purposes of the City.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Parlier as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and the Council so finds and determines.

**Section 2. Authorized Officers.** The City's Manager, Finance Director, or either of their designee (each, an "Authorized Officer") are hereby each, acting alone, authorized and directed to execute and deliver the Lease Agreement and Schedule on behalf of the City (subject to making such changes to the Lease Agreement and Schedule as may be necessary or appropriate), to consummate the transaction, any documents or supplementary agreements necessary to secure possession, use, or ownership of said Property, and to approve any amendments thereto as necessary to carry out the provisions of this authorizing Resolution.

**Section 3. Approval of Lease Financing Plan and Related Documents.** The Council hereby approves the lease financing plan outlined above. To that end, the Council hereby approves each of the following lease financing documents in substantially the respective forms on file with the City Manager, together with any changes therein or additions thereto deemed advisable by an Authorized Officer, whose execution thereof shall be conclusive evidence of such approval:

- **Municipal Equipment Lease Agreement** between the City, as Lessee, and the Lessor, whereby the City leases and/or purchases the Property to be financed under the terms thereof, and whereby the Lessor agrees to lease the Property to the City for up to four (4) years in consideration of the payment by the City of lease payments; provided that (i) the annual amount of the Lease Payments payable by the City shall not exceed \$50,000.00, (ii) the total principal amount financed under the lease shall not exceed \$200,000.00; and (iii) the true interest cost shall not exceed 6.20%.
- **Schedule to Municipal Equipment Lease Agreement** between the City, as Lessee, and the Lessor, whereby the lease payment dates and amounts due under the Lease Agreement are set forth for the Property, in the manner as presented to this Council.

An Authorized Officer is authorized and directed for and in the name and on behalf of the City to execute and attest the final form of each of the foregoing documents. The Schedule of lease payments attached to the Lease Agreement is hereby approved, subject to adjustment by an Authorized Officer but not in excess of the above limitations as to lease term, monthly lease payments and total principal amount of Property subject to the Lease Agreement.

**Section 4. Special Counsel.** The Council hereby approves the appointment of Lozano Smith, LLP as Special Counsel to the City with respect to the Lease Agreement.

**Section 5. Official Actions.** The Authorized Officers, the Mayor, the Clerk of the Council, and all other officers of the City are each authorized and directed in the name and on

behalf of the City to make, execute, and deliver any and all assignments, certificates, requisitions, agreements, notices, consents, leases, tax certificates, IRS Forms 8038-G, an escrow agreement and other instruments of conveyance, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. Whenever in this Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

**Section 6. Reimbursement.** The City hereby declares its official intent, subject to the further approval of this Council, to use up to the maximum amount permitted by law of the proceeds of the proposed financing to reimburse itself for payments it has made for any eligible costs of the financing. It is intended that this Resolution shall, among other things, constitute a declaration of "official intent" within the meaning of Section 1.150-2 of the Treasury Regulations promulgated under Section 150 of the Internal Revenue Code of 1986, as amended.

**Section 7. Effective Date.** This Resolution shall take effect from and after the date of its passage and adoption.

\*\*\*\*\*

**PASSED AND ADOPTED** this \_\_\_\_\_ day of July, 2018, by the following vote:

**AYES:** \_\_\_\_\_

**NOES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

\_\_\_\_\_  
President of the City Council

ATTEST:

By: \_\_\_\_\_  
Clerk of the City Council

## EXHIBIT A GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the financing authorized by this Resolution. Such good faith estimates have been provided to the City by Ford Motor Credit Company LLC, the private lender (the "Lender").

**Principal Amount.** The Lender has informed the City that, based on the City's financing plan and current market conditions, the good faith estimate of the aggregate principal component of the Lease Payments paid under the Lease Agreement is \$171,759.50 (the "Estimated Principal Amount").

**True Interest Cost.** The Lender has informed the City that, based on market interest rates prevailing at the time of preparation of the Estimated Principal Amount, the good faith estimate of the true interest cost of the financing, which means the rate necessary to discount the amounts payable on the respective Lease Payment dates to the principal components of said Lease Payments, is 6.20%.

**Finance Charge.** The Lender has informed the City that, based on market interest rates prevailing at the time of preparation of the Estimated Principal Amount, the good faith estimate of the finance charge for the financing, which means the sum of all fees and charges paid to third parties (the "Finance Charge"), is \$545.00.

**Amount of Proceeds to be received.** The Lender has informed the City that, based on market interest rates prevailing at the time of preparation of Estimated Principal Amount, the good faith estimate of the amount of proceeds expected to be received by the City in connection with the financing, less the Finance Charge as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the financing, is \$171,214.50.

**Total Payment Amount.** The Lender has informed the City that, based on market interest rates prevailing at the time of preparation of the Estimated Principal Amount, the good faith estimate of the total payment amount, which means the sum total of all Lease Payments made pursuant to the Lease Agreement, plus the Finance Charge as described above, not paid with the proceeds of the financing, calculated to the final term of the Lease Agreement, is \$187,553.80.

The foregoing estimates constitute good faith estimates only. The actual aggregate sum of principal components of the Lease Payments, the true interest cost thereof, the Finance Charges, the amount of proceeds received from the financing, and the total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of financing being different than the date assumed for purposes of such estimates, (b) the actual aggregate sum of the principal components of the Lease Payments being different from the Estimated Principal Amount, (c) the actual amortization of the Lease Payments being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of financing different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of the financing and the actual aggregate sum of the principal components of the Lease Payments will be determined by the City based on market conditions and other factors. The actual interest rates will depend on market interest rates at the time of financing. The actual amortization of the Lease Payments will also depend, in part, on market interest rates at the time of financing. Mar-

ket interest rates are affected by economic and other factors beyond the control of the City. The City Council has approved the execution and delivery of the Lease Agreement (and interest components of the Lease Payments) with a maximum true interest cost of 6.20%.