

YREKA CITY COUNCIL

AGENDA

February 6, 2014 – 6:30 P.M.

Yreka City Council Chamber 701 Fourth Street, Yreka, CA

The full agenda packet can be found on the City's website www.ci.yreka.ca.us/council

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS: This is an opportunity for members of the public to address the Council on subjects within its jurisdiction, whether or not on the agenda for this meeting. The Council has the right to reasonably limit the length of individual comments. Pursuant to Yreka Municipal Code Section 1.24.170 those addressing the Council shall limit their remarks to five minutes. For items, which are on this agenda, speakers may request that their comments be heard instead at the time the item is to be acted upon by the Council. The Council may ask questions, but may take no action during the Public Comment portion of the meeting, except to direct staff to prepare a report, or to place an item on a future agenda.

SPEAKERS: Please speak from the podium. State your name and mailing address so that City Staff can respond to you in regard to your comments, or provide you with information, if appropriate. You are not required to state your name and address if you do not desire to do so.

1. Discussion/Possible Action - Consent Calendar: All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion or a member of the audience wishes to comment on an item. The City Manager recommends approval of the following consent calendar items:
 - a. Approval of Minutes of the meeting held January 16, 2014.
 - b. Approval/ratification of payments issued from January 17, 2014 through February 6, 2014.
2. Presentation – Mary Frances McHugh, Court Executive Officer – Design Plans for the new Yreka Courthouse.
3. Discussion/Possible Action – Approve Agreement for Services between the City of Yreka and Springbrook for Web-Based Payment Inquiry and Processing and Authorize the City Manager to execute the necessary agreements for Web-based payments.

Council Statements and Requests: Members of the Council may make brief announcements or reports or request staff to report to Council on any matter at a subsequent meeting.

Adjournment.

In compliance with the requirements of the Brown Act, notice of this meeting has been posted in a public accessible place, 72 hours in advance of the meeting.

All documents produced by the City which are related to an open session agenda item and distributed to the City Council are made available for public inspection in the City Clerk's Office during normal business hours. *In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the City Clerk 48 hours prior to the meeting at (530) 841-2324 or by notifying the Clerk at casson@ci.yreka.ca.us.*

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
YREKA HELD IN SAID CITY ON JANUARY 16, 2014

On the 16TH day of January 2014, the City Council of the City of Yreka met in the City Council Chambers of said City in regular session, and upon roll call, the following were present: Bryan Foster, Rory McNeil, John Mercier and David Simmen. Absent – Robert Bicego.

Consent Calendar: Mayor Simmen announced that all matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion or a member of the audience wishes to comment on an item:

- a. Approval of Minutes of the meeting held December 19, 2013
- b. Approval/ratification of payments issued from December 20, 2013 through January 16, 2014.
- c. Adopt Resolution 2014-1 extending the suspension of Section 13.76.010 of the Yreka Municipal Code, allowing installation of Banners on Fairlane Road.
- d. Approve Agreement for Services between the City of Yreka and Northwoods Backflow Services and authorize the City Manager to execute the necessary agreements for Backflow Inspection Services.

Councilmember Mercier requested item 1d be pulled for discussion.

Following Council discussion, Councilmember McNeil moved to approve the items a, b, & c on the consent calendar as submitted.

Councilmember Foster seconded the motion, and upon roll call, the following voted YEA: Foster, McNeil, Mercier and Simmen.

Mayor Simmen thereupon declared the motion carried.

Approve Agreement for Services between the City of Yreka and Northwoods Backflow Services and authorize the City Manager to execute the necessary agreements for Backflow Inspection Services.

Councilmember Mercier asked Finance Director Hogan if this project was advertised for bid to attract local contractors.

Following Council discussion, Councilmember Mercier moved to table this item, and directed staff to prepare a Request for Proposals for this project.

Councilmember Foster seconded the motion, and upon roll call, the following voted YEA: Foster, McNeil, Mercier and Simmen.

Mayor Simmen thereupon declared the motion carried.

Tourism Marketing Strategy

Public Hearing – To receive input and respond to questions regarding a report to develop a Tourism Marketing Strategy and evaluate the potential for long-term funding.

Tonya Dowse, Executive Director, and Niki Brown, Program Manager of the Siskiyou County Economic Development Council (SCEDC), addressed the Council and audience to provide a recap of the background for the report and to answer any questions regarding the completed report for the Strategic Tourism Marketing Plan.

Ms. Dowse reported that a community summit was held with tourism related businesses approximately 1.5 years ago. It was well attended by most hoteliers from Yreka. An outcome from that discussion was that there was consensus that businesses did want to work on a collaborative marketing strategy. The hoteliers present generated many ideas about the kinds of assets that could be promoted to draw visitors. Following the summit meeting, SCEDC proceeded to compile a report based on that meeting, plus individual input received and telephone interviews. The report identifies five basic recommendations for the business community, one of which is that a sustainable funding strategy that should be considered is a Tourism Business Improvement District (TBID).

This being the date and time set for the Public Hearing, Mayor Simmen opened the public hearing to the audience.

Steve Radford stated he did not believe a TBID was necessary, that existing volunteer efforts were sufficient, and that the community could handle this. Mr. Radford also expressed concerns about accepting grant funds, stating that we will lose local control. Joan Smith-Freeman addressed the council as a proponent of a locally controlled TBID and stated that funds are needed to market for success, especially as County and City funds have shrunk in recent years. Don Hall indicated he did not believe the document was “strategic”, but it contained some good ideas. He felt a TBID may have value for the community but criticized the report as incomplete in that it did not have information about existing visitors or the impacts and benefits from existing events, specifically what are our “Tourism Magnets”? What do we have to bring people to town and where do they come from? Lee Robinson stated he thought it was a good idea to support tourism, but was not excited about new taxes and feels that the City’s Transient Occupancy Tax is too high compared to our Oregon neighbors. Sandra Palmer stated that reaching out to more visitors ultimately means more money available for all sectors, and that it is important to work together. Amaan Dillon stated that she did not feel the report was prepared utilizing the information from the local hotel owners. She further stated that she is all for bringing tourism and collaborative marketing efforts, however, we need to make sure we put together a plan specific to our needs here in Yreka and hire a person or firm that is able to meet our needs.

Ms. Dowse reiterated that this report is the first step to collect referenced data and that SCEDC has not looked at feasibility yet. She felt it was helpful to start the conversations between local industry leaders and marketing experts to begin bringing the thought processes together for a collaborative effort.

Mr. Hall asked for a clarification that accepting this report did not obligate the City to any action. City Manager, Steve Baker, stated that accepting this report is merely a requirement in the grant closeout process, and that no further obligations are made.

There being no further public comments, Mayor Simmen closed the public hearing and opened discussion to the Council.

Adopt Resolution No. 2014-2 accepting the Tourism Marketing Strategy as complete.

Following Council discussion, Councilmember McNeil moved to adopt Resolution No. 2014-2 as submitted.

Councilmember Mercier seconded the motion, and upon roll call, the following voted YEA: Foster, McNeil, Mercier and Simmen.

Mayor Simmen thereupon declared the motion carried.

Presentation regarding 2014 – 2019 Draft Housing Element Update (from Pacific Municipal Consultants)

Public Hearing – To receive input and respond to questions regarding the Draft Housing Element Update of the Yreka General Plan that reflects the new State's Regional Housing Need Assessment requirements for planning period 2014-2019, and includes strategies to meet the City's current and future housing needs as required by the State of California Department of Housing and Community Development.

Mike Martin of Pacific Municipal Consultants gave a presentation on the Draft Housing Element Update and an overview of the Housing Element Requirements.

This being the time and date scheduled for a public hearing, Mayor Simmen opened the hearing to the audience. Steve Radford stated that it appears that the Housing Element is an onerous requirement placed on the City by the State without any local decision-making authority.

Mr. Martin stated that it is important to remember that the State is not requiring the City to build or provide the housing to meet the needs; however, it is the City's responsibility to provide the required zoning of adequate land for the possibility.

In closing, Mr. Martin stated that the City has more than enough available land zoned to meet the housing needs. As a part of the Housing Element Update, the City will need to adopt ordinances to implement state law regarding Density Bonus, Single-room occupancy units, Emergency Shelters by right, Transitional and supportive housing in the same way other residential uses are allowed, Group Care facilities, and the Employee Housing act.

There being no further comments, Mayor Simmen closed the public hearing and opened discussion to the Council.

Authorize Staff to submit the City of Yreka 2014 – 2019 Housing Element Update to the California Department of Housing and Community Development for review.

Following Council discussion, Councilmember McNeil moved to authorize staff to submit the draft Housing Element Update to the State for review.

Mayor Simmen seconded the motion, and upon roll call, the following voted YEA: Foster, McNeil, Mercier and Simmen.

Mayor Simmen thereupon declared the motion carried.

Adopt Resolution No. 2014-3 approving execution of Memorandum of Understanding negotiated with the Yreka Management Unit.

Following Council discussion, Councilmember McNeil moved to adopt Resolution No. 2014-3 as submitted.

Councilmember Mercier seconded the motion, and upon roll call, the following voted YEA: Foster, McNeil, Mercier and Simmen.

Mayor Simmen thereupon declared the motion carried.

CLOSED SESSION:

1. Conference with Real Property Negotiator (Government Code Section 54956.8)
 - Property: 1400 Fairlane Road, Yreka, CA
 - Third Party Negotiator: Todd Whipple and Stacey R. Whipple Trust
 - City Negotiators: City Manager and Chief of Police
 - Under Negotiation: Possible acquisition including price, terms of payment, or both
2. Conference with Labor Negotiator Government Code Section 54957.6 (a)
 - Agency Negotiators: Steven Baker
 - Employee Organizations: Yreka Management Team Association and Yreka City Employees Association.
3. Conference with Legal Counsel - Anticipated Litigation
 - Initiation of litigation pursuant to Subdivision (c) of Section 54956.9 of the Government Code: (Number of cases to be discussed – 2) - The names of the parties are not disclosed as it is believed that that to do so would jeopardize the City's ability to serve process or to conclude existing settlement negotiations to the City's advantage).
4. Pending Litigation: Conference with Legal Counsel pursuant to Government Code Section 54959.9 – On the matter of City of Yreka v. Kimberlee Abbott, et al. – Siskiyou County Superior Court Case No. 11-1001.
5. Conference with Real Property Negotiator (Government Code Section 54956.8)

Property: APN 013-110-130 and 013-100-140, Yreka, CA
Third Party Negotiator: Charles Brown, Fruit Growers Supply Company
City Negotiators: City Manager
Under Negotiation: Possible sale including price, terms of payment, or both

RETURN TO OPEN SESSION: Upon return to open session, City Manager Baker reported that no reportable action was taken in closed session.

ADJOURNMENT There being no further business before the Council the meeting was adjourned.

Attest:

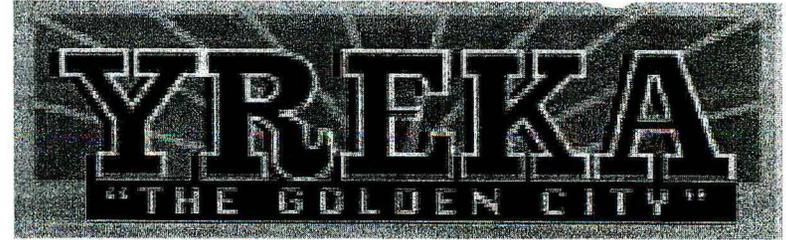
David Simmen, Mayor
Minutes approved by Council
Motion 2-6-2014

Elizabeth E. Casson, City Clerk

Accounts Payable

Computer Check Proof List by Vendor

User: lysandra
Printed: 01/22/2014 - 8:52AM
Batch: 00119.01.2014



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
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Vendor: 1280	SC AUDITOR			Check Sequence: 2	ACH Enabled: False
01/22/14	COURT REVENUES AUDIT	45,507.00	01/22/2014	08-110-0000-530-005	
	Check Total:	45,507.00			
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	Total of Number of Checks:	2			

Accounts Payable

Manual Check Proof List

User: lysandra
Printed: 01/27/2014 - 4:36PM



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Total for Check	62.44						
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Accounts Payable

Manual Check Proof List

User: lysandra
Printed: 01/27/2014 - 4:35PM



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				480	01/24/2014		
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93205946 12/13	1,887.00	01/24/2014	ACCT 932-0594-6 12/13			01-230-0000-350-000	
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Total for 1119	4,075.00						
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Accounts Payable

Manual Check Proof List

User: lysandra
Printed: 01/27/2014 - 4:32PM



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				479	01/15/2014		
01/15/14	2,979.20	01/15/2014	SELF-INSURED DENTAL	01/15/14		90-110-0000-340-104	
Total for Check	2,979.20						
Total for 1029	2,979.20						
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Accounts Payable

Computer Check Proof List by Vendor

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 Printed: 01/29/2014 - 9:12AM
 Batch: 00120.01.2014



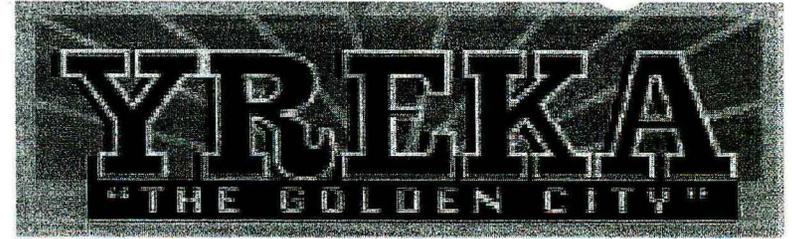
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Vendor: 3065	CITY OF YREKA - PETTY CASH			Check Sequence: 1	ACH Enabled: False
01/29/14	REIMBURSE PETTY CASH	15.00	01/29/2014	01-020-0000-512-000	
01/29/14	REIMBURSE PETTY CASH	20.37	01/29/2014	01-020-0000-515-000	
01/29/14	REIMBURSE PETTY CASH	9.55	01/29/2014	01-030-0000-515-000	
	Check Total:	44.92			
Vendor: 19017	FAIRCHILD MEDICAL CENTER			Check Sequence: 2	ACH Enabled: False
0572170587	YFD EXAM - 01/02/14	475.56	01/29/2014	01-210-0000-525-000	
	Check Total:	475.56			
Vendor: 1198	WILLIAM GIRDNER			Check Sequence: 3	ACH Enabled: False
01/29/14	CLOVER FIRE	2,112.50	01/29/2014	01-210-0000-108-000	
	Check Total:	2,112.50			
Vendor: 1283	SC ECONOMIC DEVELOPMENT COUNCIL			Check Sequence: 4	ACH Enabled: False
T-YREKA-5	INV T-YREKA-5	9,823.35	01/29/2014	60-630-3219-525-000	
	Check Total:	9,823.35			
Vendor: 1192	ANTHONY J SUTER			Check Sequence: 5	ACH Enabled: False
01/29/14	CLOVER FIRE	2,112.50	01/29/2014	01-210-0000-108-000	
	Check Total:	2,112.50			
Vendor: 1194	PETER J SUTER			Check Sequence: 6	ACH Enabled: False
01/29/14	CLOVER FIRE	1,926.56	01/29/2014	01-210-0000-108-000	
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Accounts Payable

Computer Check Proof List by Vendor

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 Printed: 01/31/2014 - 8:52AM
 Batch: 00121.01.2014



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86053	INV 86053	3,375.00	02/07/2014	01-050-0000-525-000	
	Check Total:	3,375.00			
Vendor: 3007	AMERIGAS			Check Sequence: 2	ACH Enabled: False
801506862	INV 801506862	676.98	02/07/2014	70-510-0000-518-002	
	Check Total:	676.98			
Vendor: 4301	AT&T CALNET 2			Check Sequence: 3	ACH Enabled: False
5022157	INV 5022157	606.78	02/07/2014	01-200-0000-517-000	
5025853	INV 5025853	23.11	02/07/2014	01-200-0000-517-000	
5054221	INV 5054221	16.31	02/07/2014	01-300-0000-517-000	
5054222	INV 5054222	16.15	02/07/2014	80-560-0000-517-000	
5054226	INV 5054226	31.58	02/07/2014	01-020-0000-517-000	
5054953	INV 5054953	16.15	02/07/2014	70-510-0000-517-000	
5055044	INV 5055044	117.87	02/07/2014	80-030-0000-517-006	
5055044	INV 5055044	117.88	02/07/2014	70-030-0000-517-006	
	Check Total:	945.83			
Vendor: 6021	BASIC LABORATORY INC			Check Sequence: 4	ACH Enabled: False
1400165	INV 1400165	84.00	02/07/2014	70-500-0000-420-006	
1400367	INV 1400367	96.00	02/07/2014	70-500-0000-420-006	
1400647	INV 1400647	96.00	02/07/2014	70-500-0000-420-006	
	Check Total:	276.00			
Vendor: 1035	BRIAN BOWLES			Check Sequence: 5	ACH Enabled: False
TRNG 2/23-27	TRNG 2/23-27 MONTEREY	1,164.86	02/07/2014	01-200-6506-513-004	
	Check Total:	1,164.86			

Q 1/31/14
 p. 1-11

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1055	CCJWSA			Check Sequence: 6	ACH Enabled: False
2014 DUES	2014 DUES - YPD	75.00	02/07/2014	01-200-0000-511-000	
	Check Total:	75.00			
Vendor: 3643	CITY OF YREKA - WATER DEPT			Check Sequence: 7	ACH Enabled: False
13279 1/14	013279-000 1/14	6,297.56	02/07/2014	80-560-0000-518-003	
13280 1/14	013280-000 1/14	77.81	02/07/2014	01-370-0000-518-003	
16150 1/14	016150-000 1/14	178.75	02/07/2014	01-400-0000-518-003	
16165 1/14	016165-000 1/14	134.69	02/07/2014	01-400-0000-518-003	
17683 1/14	017683-000 1/14	88.48	02/07/2014	01-400-0000-518-003	
17694-003 1/14	017694-003 1/14	425.41	02/07/2014	01-420-0000-518-003	
17825 1/14	017825-000 1/14	47.40	02/07/2014	01-400-0000-518-003	
17826 1/14	017826-000 1/14	379.20	02/07/2014	01-400-0000-518-003	
17827 1/14	017827-000 1/14	421.20	02/07/2014	01-400-0000-518-003	
17890 1/14	017890-000 1/14	83.81	02/07/2014	01-400-0000-518-003	
17949 1/14	017949-000 1/14	566.80	02/07/2014	01-400-0000-518-003	
17950 1/14	017950-000 1/14	126.40	02/07/2014	01-400-0000-518-003	
17951 1/14	017951-000 1/14	87.29	02/07/2014	01-400-0000-518-003	
17952 1/14	017952-000 1/14	88.48	02/07/2014	01-400-0000-518-003	
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18636 1/14	018636-000 1/14	627.29	02/07/2014	01-400-0000-518-003	
19244 1/14	019244-000 1/14	31.60	02/07/2014	01-400-0000-518-003	
5406 1/14	005406-000 1/14	31.60	02/07/2014	01-400-0000-518-003	
5407 1/14	005407-000 1/14	88.03	02/07/2014	01-400-0000-518-003	
6136 1/14	006136-000 1/14	31.60	02/07/2014	01-400-0000-518-003	
6327 1/14	006327-000 1/14	100.82	02/07/2014	01-200-0000-518-003	
6404 1/14	006404-000 1/14	520.42	02/07/2014	01-210-0000-518-003	
6420 1/14	006420-000 1/14	93.51	02/07/2014	01-210-0000-518-003	
6427 1/14	006427-000 1/14	31.60	02/07/2014	01-400-0000-518-003	
6529 1/14	006529-000 1/14	41.08	02/07/2014	01-400-0000-518-003	
6531 1/14	006531-000 1/14	31.60	02/07/2014	01-400-0000-518-003	
7488 1/14	007488-000 1/14	97.76	02/07/2014	01-020-0000-518-003	
7599 1/14	007599-000 1/14	9.37	02/07/2014	01-400-0000-518-003	
7603 1/14	007603-000 1/14	88.48	02/07/2014	01-400-0000-518-003	
9919 1/14	009919-000 1/14	126.40	02/07/2014	01-400-0000-518-003	
9919-001 1/14	009919-001 1/14	77.81	02/07/2014	01-400-0000-518-003	
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61650	INV 61650	630.00	02/07/2014	01-200-0000-517-000	
61803	INV 61803	219.39	02/07/2014	01-200-0000-525-001	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
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193823-IN	INV 193823-IN	315.16	02/07/2014	01-200-0000-518-002	
195331-IN	INV 195331-IN	11,821.76	02/07/2014	01-350-0000-520-100	
196332-IN	INV 196332-IN	184.14	02/07/2014	01-200-0000-518-002	
CL22830	INV CL22830	45.29	02/07/2014	01-200-0000-520-310	
	Check Total:	12,366.35			
Vendor: 20056	DEPT OF TRANSPORTATION			Check Sequence: 10	ACH Enabled: False
SL140314	INV SL140314	1,032.75	02/07/2014	24-320-0000-518-001	
	Check Total:	1,032.75			
Vendor: 1181	SETH FORTNA-HANSON			Check Sequence: 11	ACH Enabled: False
TRNG 2/17-3/07	TRNG 2/17-3/07	3,104.65	02/07/2014	01-200-6506-513-004	
	Check Total:	3,104.65			
Vendor: 1910	G & G HARDWARE (PARKS)			Check Sequence: 12	ACH Enabled: False
164041	INV 164041	13.96	02/07/2014	01-400-0000-416-000	
164680	INV 164680	18.89	02/07/2014	01-230-0000-521-000	
165105	INV 165105	18.79	02/07/2014	01-230-0000-521-000	
	Check Total:	51.64			
Vendor: 1916	G & G HARDWARE (POLICE)			Check Sequence: 13	ACH Enabled: False
164947	INV 164947	9.13	02/07/2014	01-200-0000-516-000	
	Check Total:	9.13			
Vendor: 1911	G & G HARDWARE (PUBLIC WORKS)			Check Sequence: 14	ACH Enabled: False
162422	INV 162422	3.00	02/07/2014	80-550-0000-416-000	
162424	INV 162424	1.48	02/07/2014	80-550-0000-416-000	
162459	INV 162459	6.39	02/07/2014	01-090-0000-561-006	
162483	INV 162483	0.54	02/07/2014	01-090-0000-561-006	
162497	INV 162497	33.24	02/07/2014	01-090-0000-561-006	
162498	INV 162498	10.62	02/07/2014	01-090-0000-561-006	
162519	INV 162519	21.96	02/07/2014	01-090-0000-561-006	
162533	INV 162533	34.26	02/07/2014	70-500-0000-416-000	
162539	INV 162539	5.82	02/07/2014	01-090-0000-561-006	
162542	CM 162542	-2.14	02/07/2014	01-090-0000-561-006	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
162572	INV 162572	20.41	02/07/2014	01-470-0000-521-000	
162941	INV 162941	19.22	02/07/2014	01-080-0000-521-000	
162947	INV 162947	41.43	02/07/2014	01-080-0000-521-000	
162952	INV 162952	16.53	02/07/2014	01-080-0000-521-000	
163001	INV 163001	5.94	02/07/2014	01-080-0000-521-000	
163024	INV 163024	24.76	02/07/2014	01-080-0000-521-000	
163032	INV 163032	19.22	02/07/2014	01-080-0000-521-000	
163034	INV 163034	106.43	02/07/2014	01-080-0000-521-000	
163066	INV 163066	14.10	02/07/2014	01-080-0000-521-000	
163068	INV 163068	3.54	02/07/2014	01-080-0000-521-000	
163093	INV 163093	2.68	02/07/2014	01-080-0000-521-000	
163175	INV 163175	16.83	02/07/2014	01-080-0000-521-000	
163185	INV 163185	57.77	02/07/2014	01-080-0000-521-000	
163328	INV 163328	3.21	02/07/2014	01-080-0000-521-000	
163451	INV 163451	7.51	02/07/2014	24-320-0000-416-000	
163491	INV 163491	4.71	02/07/2014	01-080-0000-521-000	
163495	INV 163495	5.13	02/07/2014	01-400-0000-416-000	
163570	INV 163570	9.66	02/07/2014	01-370-0000-521-000	
163630	INV 163630	2.35	02/07/2014	01-080-0000-521-000	
163760	INV 163760	14.42	02/07/2014	01-080-0000-521-000	
163771	INV 163771	75.24	02/07/2014	01-370-0000-521-000	
163779	INV 163779	3.58	02/07/2014	20-310-0000-422-000	
163779	INV 163779	3.58	02/07/2014	70-500-0000-422-000	
163779	INV 163779	3.58	02/07/2014	80-550-0000-422-000	
163780	INV 163780	18.26	02/07/2014	80-550-0000-422-000	
163981	INV 163981	8.56	02/07/2014	70-500-0000-416-000	
164008	INV 164008	27.92	02/07/2014	01-230-0000-521-000	
164092	INV 164092	236.49	02/07/2014	70-500-0000-416-000	
164145	INV 164145	20.05	02/07/2014	70-500-0000-416-000	
164145	INV 164145	20.05	02/07/2014	80-550-0000-416-000	
164145	INV 164145	20.05	02/07/2014	80-550-0000-416-000	
164155	INV 164155	33.31	02/07/2014	24-320-0000-416-000	
164155	INV 164155	39.76	02/07/2014	24-320-0000-422-000	
164260	INV 164260	27.93	02/07/2014	70-500-0000-416-000	
164262	INV 164262	10.74	02/07/2014	70-500-0000-416-000	
164269	INV 164269	126.08	02/07/2014	70-500-0000-416-000	
164286	INV 164286	37.57	02/07/2014	01-080-0000-521-000	
164289	INV 164289	38.68	02/07/2014	01-080-0000-521-000	
164329	INV 164329	11.28	02/07/2014	01-080-0000-521-000	
164368	INV 164368	9.65	02/07/2014	01-080-0000-521-000	
164463	INV 164463	6.98	02/07/2014	01-080-0000-521-000	
164494	INV 164494	42.54	02/07/2014	24-320-0000-422-000	
164615	INV 164615	19.34	02/07/2014	70-500-0000-416-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
164620	INV 164620	8.59	02/07/2014	70-500-0000-416-000	
164645	INV 164645	0.75	02/07/2014	01-400-0000-416-000	
164667	INV 164667	20.35	02/07/2014	01-230-0000-521-000	
164710	INV 164710	16.64	02/07/2014	80-550-0000-416-000	
164766	INV 164766	16.73	02/07/2014	01-080-0000-521-000	
164774	INV 164774	208.64	02/07/2014	01-080-0000-521-000	
164813	INV 164813	417.26	02/07/2014	01-080-0000-521-000	
164814	INV 164814	14.05	02/07/2014	01-080-0000-521-000	
165058	INV 165058	6.75	02/07/2014	80-550-0000-416-000	
165086	INV 165086	15.04	02/07/2014	80-550-0000-416-000	
165135	INV 165135	21.04	02/07/2014	01-480-0000-521-000	
	Check Total:	2,098.08			
Vendor: 1133	DAVID GAMACHE			Check Sequence: 15	ACH Enabled: False
TRNG 2/23-27	TRNG 2/23-27 MONTEREY	192.00	02/07/2014	01-200-6506-513-004	
	Check Total:	192.00			
Vendor: 1150	RHETTA HOGAN			Check Sequence: 16	ACH Enabled: False
TRNG 2/18-21	TRNG 2/18-21 PALM SPRINGS	88.00	02/07/2014	01-030-0000-512-000	
	Check Total:	88.00			
Vendor: 1180	LYNDA HOVANEC			Check Sequence: 17	ACH Enabled: False
RFND BL	RFND 2014 BUSINESS LICENSE	31.00	02/07/2014	01-030-0000-543-000	
	Check Total:	31.00			
Vendor: 1158	INTERNATIONAL ASSN OF CHIEFS OF POL			Check Sequence: 18	ACH Enabled: False
1614385 2014	MEMBER 1614385 - 2014 DUES	120.00	02/07/2014	01-200-0000-511-000	
	Check Total:	120.00			
Vendor: 23080	JIM WILSON MOTORS			Check Sequence: 19	ACH Enabled: False
36300	INV 36300	21.89	02/07/2014	01-350-0000-520-000	
38357	INV 38357	46.49	02/07/2014	01-200-0000-520-360	
	Check Total:	68.38			
Vendor: 1466	JOHN'S SATELLITE			Check Sequence: 20	ACH Enabled: False
10166501	INV 10166501	10.00	02/07/2014	01-200-0000-516-000	
10166686	INV 10166686	14.10	02/07/2014	70-520-0000-515-000	
10166958	INV 10166958	21.49	02/07/2014	70-510-0000-420-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	45.59			
Vendor: 1172	STEVE KOLPACOFF			Check Sequence: 21	ACH Enabled: False
01/07/14	YFD EXAM - K041990	286.00	02/07/2014	01-210-0000-525-000	
	Check Total:	286.00			
Vendor: 1134	M PETERS INC			Check Sequence: 22	ACH Enabled: False
PAY REQUEST #2	FIRE HALL #2 - FINAL	1,459.12	02/07/2014	10-210-0000-620-000	
	Check Total:	1,459.12			
Vendor: 1157	MAGIC RAIN CAR WASH			Check Sequence: 23	ACH Enabled: False
DEC-13	INV DEC-13	72.00	02/07/2014	01-200-0000-520-001	
	Check Total:	72.00			
Vendor: 1101	ARVID MAGNUSON MD			Check Sequence: 24	ACH Enabled: False
39439393 1/14	ACCT 39439393 1/14	136.00	02/07/2014	01-210-0000-525-000	
	Check Total:	136.00			
Vendor: 2192	MALLORY SAFETY & SUPPLY LLC			Check Sequence: 25	ACH Enabled: False
3793899	INV 3793899	112.88	02/07/2014	01-200-0000-416-000	
	Check Total:	112.88			
Vendor: 1203	MCMASTER-CARR			Check Sequence: 26	ACH Enabled: False
69707748	INV 69707748	170.48	02/07/2014	70-510-0000-420-004	
	Check Total:	170.48			
Vendor: 2046	ELAINE MCMURRY-KUCK			Check Sequence: 27	ACH Enabled: False
02/07/14	REIMBURSE CSMFO DUES	55.00	02/07/2014	70-030-0000-511-000	
02/07/14	REIMBURSE CSMFO DUES	55.00	02/07/2014	80-030-0000-511-000	
	Check Total:	110.00			
Vendor: 2046	ELAINE MCMURRY-KUCK			Check Sequence: 28	ACH Enabled: False
TRNG 2/18-21	TRNG 2/18-21 PALM SPRINGS	171.19	02/07/2014	80-030-0000-512-000	
TRNG 2/18-21	TRNG 2/18-21 PALM SPRINGS	171.19	02/07/2014	70-030-0000-512-000	
	Check Total:	342.38			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 2077 928251	MERCHANTS CREDIT BUREAU INV 928251	15.50	02/07/2014	01-200-0000-525-000	ACH Enabled: False
	Check Total:	15.50			
Vendor: 1219 01/09/14	GREGG NEITSCH INV 01/09/14 GH PARK	5,000.00	02/07/2014	10-400-0000-615-000	ACH Enabled: False
	Check Total:	5,000.00			
Vendor: 1544 04702374 12/13	NEOFUNDS BY NEOPOST 7900044904702374 12/13	600.00	02/07/2014	01-020-0000-515-001	ACH Enabled: False
	Check Total:	600.00			
Vendor: 1962 4615374-00 4615781-00	NEW PIG CORPORATION INV 4615374-00 CM 4615781-00	259.30 -25.93	02/07/2014 02/07/2014	01-350-0000-416-001 01-350-0000-416-001	ACH Enabled: False
	Check Total:	233.37			
Vendor: 1517 ACCT 16340-000	NORTHERN CREDIT SERVICE BILLINGSLEY, JORDAN	161.58	02/07/2014	01-000-0000-914-001	ACH Enabled: False
	Check Total:	161.58			
Vendor: 22019 694017124001 694018163001	OFFICE DEPOT INV 694017124001 INV 694018163001	433.42 223.59	02/07/2014 02/07/2014	01-020-0000-515-000 01-020-0000-515-000	ACH Enabled: False
	Check Total:	657.01			
Vendor: 16014 21885 21885	PACE ENGINEERING INC INV 21885 INV 21885	9,375.54 665.71	02/07/2014 02/07/2014	81-550-3024-425-000 81-560-3024-425-000	ACH Enabled: False
	Check Total:	10,041.25			
Vendor: 1243 121205	PACIFIC ELECTRICAL CONTRACTORS INV 121205	6,595.83	02/07/2014	81-560-0000-450-001	ACH Enabled: False
	Check Total:	6,595.83			
Vendor: 1244 39172	PACIFIC MUNICIPAL CONSULTANTS INV 39172	1,000.00	02/07/2014	01-040-0000-525-004	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
39172	INV 39172	607.50	02/07/2014	01-060-0000-526-000	
39173	INV 39173	1,547.50	02/07/2014	01-060-0000-525-006	
39175	INV 39175	305.00	02/07/2014	01-060-0000-526-000	
39177	INV 39177	2,987.50	02/07/2014	01-040-0000-525-004	
	Check Total:	6,447.50			
Vendor: 16030	PACIFIC POWER			Check Sequence: 38	ACH Enabled: False
56810274 12/13	62665681-027 4 12/13	812.61	02/07/2014	01-200-0000-518-001	
56810274 12/13	62665681-027 4 12/13	1,263.03	02/07/2014	01-200-0000-518-001	
	Check Total:	2,075.64			
Vendor: 1253	PERFECTION CLEANING INC			Check Sequence: 39	ACH Enabled: False
02/07/14	JANUARY 2014	185.00	02/07/2014	01-080-0000-526-001	
02/07/14	JANUARY 2014	680.00	02/07/2014	01-200-0000-526-001	
02/07/14	JANUARY 2014	300.00	02/07/2014	01-400-0000-426-003	
	Check Total:	1,165.00			
Vendor: 1894	KEN POLI			Check Sequence: 40	ACH Enabled: False
02/07/14	REIMBURSE SUPPLIES	64.04	02/07/2014	01-470-0000-520-000	
	Check Total:	64.04			
Vendor: 2012	PROFORCE			Check Sequence: 41	ACH Enabled: False
193780	INV 193780	295.57	02/07/2014	01-200-0000-416-000	
194045	INV 194045	112.34	02/07/2014	01-200-0000-416-000	
194167	INV 194167	32.14	02/07/2014	01-200-0000-416-000	
	Check Total:	440.05			
Vendor: 17014	QUILL CORPORATION			Check Sequence: 42	ACH Enabled: False
8589082	INV 8589082	151.54	02/07/2014	01-200-0000-515-000	
8602720	INV 8602720	104.25	02/07/2014	01-200-0000-515-000	
8603265	INV 8603265	128.97	02/07/2014	01-370-0000-516-000	
	Check Total:	384.76			
Vendor: 2216	RAY MORGAN COMPANY			Check Sequence: 43	ACH Enabled: False
564686	INV 564686	190.57	02/07/2014	01-200-0000-515-000	
	Check Total:	190.57			
Vendor: 1934	ROCKY MOUNTAIN ELK FOUNDATION			Check Sequence: 44	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
RFND DEPOSIT	RFND CLEANING 05/18/13	100.00	02/07/2014	01-480-0000-543-000	
	Check Total:	100.00			
Vendor: 2013	SACRAMENTO POLICE DEPARTMENT			Check Sequence: 45	ACH Enabled: False
TRNG 2/17-3/07	TRNG 2/17-3/07 FORTNA-HANSON	344.00	02/07/2014	01-200-6506-513-004	
	Check Total:	344.00			
Vendor: 1409	SC COMMUNICATIONS			Check Sequence: 46	ACH Enabled: False
01/14/14	INV 01/14/14	602.35	02/07/2014	01-200-0000-520-350	
	Check Total:	602.35			
Vendor: 1729	LINDA SCHAMEL			Check Sequence: 47	ACH Enabled: False
01/16/14	INV 01/16/14	135.00	02/07/2014	01-210-0000-525-000	
	Check Total:	135.00			
Vendor: 1295	SCHWABB INC			Check Sequence: 48	ACH Enabled: False
581089	INV 581089	72.57	02/07/2014	01-020-0000-515-000	
	Check Total:	72.57			
Vendor: 25035	MICHAEL SIMAS			Check Sequence: 49	ACH Enabled: False
39485	INV 39485	384.85	02/07/2014	01-090-0000-561-026	
	Check Total:	384.85			
Vendor: 1658	SISKIYOU DESIGN GROUP INC			Check Sequence: 50	ACH Enabled: False
01/16/14	INV 01/16/14 - 1409 S MAIN ST	1,200.00	02/07/2014	11-200-0911-525-000	
	Check Total:	1,200.00			
Vendor: 19102	SISKIYOU DISTRIBUTING			Check Sequence: 51	ACH Enabled: False
324555	INV 324555	158.57	02/07/2014	01-400-0000-416-002	
324555	INV 324555	71.73	02/07/2014	01-400-0000-416-000	
	Check Total:	230.30			
Vendor: 22015	SUBURBAN PROPANE			Check Sequence: 52	ACH Enabled: False
002022 1/14	1638-002022 1/14	722.80	02/07/2014	01-210-0000-518-002	
002543 1/14	1638-002543 1/14	4,692.44	02/07/2014	01-470-0000-518-002	
002551 1/14	1638-002551 1/14	2,687.89	02/07/2014	01-480-0000-518-002	
010421 1/14	1638-010421 1/14	1,539.96	02/07/2014	01-210-0000-518-002	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	9,643.09			
Vendor: 1339	RICHARD SWENSON			Check Sequence: 53	ACH Enabled: False
01/06/14	ACCT B4100052	152.00	02/07/2014	01-200-0000-525-000	
	Check Total:	152.00			
Vendor: 1353	USA BLUE BOOK			Check Sequence: 54	ACH Enabled: False
227565	INV 227565	384.83	02/07/2014	80-560-0000-420-003	
241210	INV 241210	329.18	02/07/2014	70-500-0000-420-002	
248085	CM 248085	-28.23	02/07/2014	70-500-0000-420-002	
248111	INV 248111	-25.30	02/07/2014	80-560-0000-420-003	
	Check Total:	660.48			
Vendor: 23008	WAL-MART COMMUNITY			Check Sequence: 55	ACH Enabled: False
002791	INV 002791	21.44	02/07/2014	70-510-0000-420-000	
006049	INV 006049	57.42	02/07/2014	01-230-0000-416-000	
008233	INV 008233	49.90	02/07/2014	70-510-0000-420-000	
009130	INV 009130	61.16	02/07/2014	01-200-0000-516-000	
	Check Total:	189.92			
Vendor: 1360	WEST PAYMENT CENTER			Check Sequence: 56	ACH Enabled: False
828820888	INV 828820888	1,547.54	02/07/2014	01-200-0000-511-000	
	Check Total:	1,547.54			
Vendor: 1379	YREKA POLICE DEPT			Check Sequence: 57	ACH Enabled: False
02/07/14	REIMBURSE PETTY CASH	18.40	02/07/2014	01-200-0000-516-000	
02/07/14	REIMBURSE PETTY CASH	9.54	02/07/2014	01-230-0000-416-000	
02/07/14	REIMBURSE PETTY CASH	12.99	02/07/2014	01-230-0000-416-000	
	Check Total:	40.93			
Vendor: 25120	YREKA TRANSFER			Check Sequence: 58	ACH Enabled: False
005821 1/14	ACCT 005821 1/14	73.00	02/07/2014	01-210-0000-518-004	
024631 1/14	ACCT 024631 1/14	93.00	02/07/2014	01-200-0000-518-004	
054217 1/14	ACCT 054217 1/14	120.00	02/07/2014	01-480-0000-518-004	
	Check Total:	286.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	89,984.47			
	Total of Number of Checks:	58			



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council

Prepared by: Rhetta Hogan, Finance Director 

Agenda title: Requested action – Approve Agreement for Services Between the City of Yreka and Springbrook for Web-Based Payment Inquiry and Processing and Authorize the City Manager to execute the necessary agreements for Web-based payments.

Meeting date: February 6, 2014

Discussion:

The City staff is recommending that the City Council authorize the City Manager to execute an addendum to the agreement with Springbrook Software, Inc and to execute any other related documents necessary to implement the Springbrook Utility Billing Web Payments System.

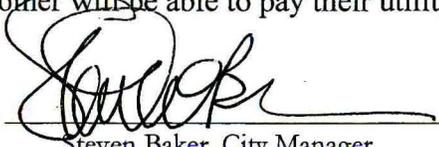
Background:

The City of Yreka has utilized Springbrook Utility Billing system for its water, wastewater, fire and landfill assessments since early 2009. Currently, customers do not have the ability to access their account information online, receive electronic billing information (paperless e-bills), or to make payments by credit or ATM card either online or at City Hall. This is a service offered to customers by most utilities, and one that City of Yreka utility customers routinely request. Offering this service would reduce the number of phone calls received requesting account information; and would reduce the number of customers coming to City Hall to pay their bills. In addition, customer access and service can improve as the “window” of access for information and payment processing would be available for self-service on a 24/7 basis.

Staff has evaluated other third party credit card payments firms, which offer some or all of the desired enhancements (on-line account inquiry, electronic billing and credit card payments). The Finance Director reviewed proposals and on-line demonstrations from Springbrook, Paymentus Corporation and GovTeller. Solicitations were considered on cost, ease of use, and timing of transaction into and integration with the City’s existing software. Only Springbrook can best meet the needs (real-time updates, online history of both billing and payments) of the City at a competitive rate. None of the other firms could provide on-line customer account information, and payment interfaces delay could result in inadvertent turn-offs.

Springbrook offers a web payment product that is fully integrated with the current utility billing system. Springbrook would provide the City of Yreka utility customers with the following options:

- Access to current and historical (one-year) billing and consumption information
- Utility customers may setup one-time or recurring bill payments online by either credit or ATM card, or EFT (electronic funds transfer).
- Customer will be able to pay their utility bill at City Hall by credit or ATM card

Approved by: 
Steven Baker, City Manager

- Customer may receive electronic bills rather than paper bills through the mail

Fiscal Impact:

The cost to implement this new feature includes a monthly fee of \$0.05 per active account (minimum of \$200.00 per month) and \$1.00 per transaction fee that would be paid by the City directly to Springbrook for software use. In addition, the City would incur a special “fixed rate utilities” interchange fee of \$0.65 (Mastercard) or \$0.75 (Visa) for each card transaction processed. This is a reduced rate offered only for utility payments.

These costs would be partially offset by a savings of printing and mailing costs per bill (\$1.05) for each customer who enrolls in electronic billing to replace their current mailed utility bill. Finance estimates it costs approximately \$2.50 per transaction to assist at the counter. The City has approximately 3,500 billed accounts that are billed monthly. Over time, trends show that approximately 15% of the customer will migrate to electronic billing and or credit card payment program. The cost of services would be funded from the enterprise funds. There would be no cost to the General Fund or direct cost to the customer.

Recommendation:

Approve Agreement for Services Between the City of Yreka and Springbrook for Web-Based Payment Inquiry and Processing and Authorize the City Manager to execute the necessary agreements for Web-based payments.

SPRINGBROOK SOFTWARE HOSTED SERVICES ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Subscription Services purchased by the City of Yreka ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement (the "Master Agreement") entered into by Vendor and Client and any applicable Order Form or Statement of Work. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

1. **DEFINITIONS.** Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"Citizens" means citizens, consumers, and others designated by the Client to access or use any Products or Services where such access or use is facilitated, directly or indirectly, by Subscription Services.

"Client Data" means any and all data and information of any kind or nature submitted to Vendor by Client, or received by Vendor on behalf of Client, other than publicly available information.

"Subscription Services" means any Products or Services purchased by Client from Vendor that are provided by or through a Third Party Vendor, as indicated on an Order Form. Subscription Services may include Online Payment Services, IVR service, and third party hosting of computer hardware, software, or networking elements.

"Online Payment Services" means the services described in Section 2.1.

"Third Party Vendors" mean vendors chosen by Vendor, in its reasonable discretion (or by Client, as provided in this Addendum), to provide the Subscription Services.

2. **ONLINE PAYMENT SERVICES.**

- 2.1. Online Payment Services allow Citizens to make payments and perform certain other functions via a website, telephone or webpage hosted and maintained by Vendor and/or a Third Party Vendor that is accessible by hotlink from Client's own website, as set forth in the appropriate Order Form. Client agrees to use only Third Party Vendors that are subject to a written agreement between the Client and the Third Party Vendor for merchant banking services. For purposes of credit card and similar transactions, Client shall act as merchant, and Client shall be solely responsible for maintaining its merchant relationship with its approved Third Party Vendor, and for all payments related to that merchant relationship. Client agrees to only use merchant services Third Party Vendors approved by Vendor.
- 2.2. Operation of the Online Payment Services requires installation and maintenance of Licensed Software Products on servers maintained by Client on Client's premises. The Licensed Software Product needed to operate Online Payment Services is limited to the most current released version of the Vendor's payment Application, and includes any updates to that Application made available by Vendor. The payment Application does not include new software Applications, substantially new versions of any software Application, or Services necessary to implement new Applications or versions of the Applications. Client agrees that Vendor may designate any software Application released by Vendor after the executed Addendum as a new version or a new Application, and additional fees may be required for any such new version or Application.

3. **OTHER SUBSCRIPTION SERVICES**

3.1. **General**

Vendor may, in its sole discretion, select Third Party Vendors to provide the Subscription Services, including IVR and third party hosting services. Client acknowledges and agrees that Vendor's rights, obligations, and liabilities to Third Party Vendors in connection with Subscription Services are governed by agreements negotiated with the Third Party Vendors in Vendor's sole discretion. These agreements are available to Client upon reasonable request from Vendor. Client agrees that its rights, obligations, and liabilities to Vendor with respect to Subscription Services shall be limited by these agreements. In no event will Client's rights with respect to Subscription Services exceed the rights available to Vendor under these agreements and in no event will Client's obligations or liabilities to Vendor in connection with the Subscription Services be less or more limited than Vendor's obligations and liabilities to the Third Party Vendors under these agreements. Without limitation, Client agrees to indemnify and hold Vendor harmless from any and all liability and expenses Vendor incurs as a result of Subscription Services provided to Client pursuant to this Addendum, including any indemnity obligation Vendor may have to a Third Party Vendor.

3.2. **Configuration**

Client shall be solely responsible for (a) properly configuring, developing, programming, hosting and operating its hardware, software, web sites, content and all applications, and their respective telephone and Internet connections, to allow access to and use of the Subscription Services in accordance with the documentation provided by Vendor or any Third Party Vendor and all applicable protocols and requirements of the platforms used to provide Subscription Services and (b) providing any connections necessary to communicate with a Third Party Vendor's platform.

3.3. **Unauthorized Use**

Client will be responsible for, and shall pay any applicable fees associated with; any unauthorized use of the Subscription Services, telephone numbers assigned to Client, and Client's account. In the event Client becomes aware of such unauthorized use, Client shall promptly notify Vendor and the relevant Third Party Vendor.

3.4. **Support for Subscription Services**

Vendor's support obligations to Client in connection with Subscription Services, if any, shall be limited to providing support available from the Third Party Vendors. Client shall otherwise be responsible for providing all support services to its end users with regard to the Subscription Services.

3.5. Network Traffic

Client acknowledges that, as a result of using Subscription Services, Client content and data will pass through hosted servers that may not be segregated or in a separate physical location from servers on which the content of other third parties is or will be transmitted or stored.

3.6. Content

Client is and shall be solely responsible for the creation, editorial content, control, and all other aspects of the content passing through third party servers as a result of the Subscription Services. Client represents and warrants that Client has obtained (or will obtain, prior to transmission) all authorizations and permissions required to use and transmit such content.

3.7. No Harmful Code

Client represents and warrants that no content shall be knowingly transmitted by Client or end users through the Subscription Services that contains any program, routine or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any 'time bomb', virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door (collectively, "Harmful Code").

3.8. Client Data

Client shall remain the sole and exclusive owner of all Client Data. As such, Client Data shall be subject to regulation and examination by the appropriate auditors and regulatory agencies to the same extent as if such information were on Client's premises.

4. CLIENT RESPONSIBILITIES.

Client acknowledges that operation of the Subscription Services requires Client's effort and cooperation, and that in addition to its other obligations under this Addendum, Client assumes the following responsibilities:

4.1. Set-Up, Training.

Client shall use its best efforts to facilitate and participate in Third Party Vendor's service set-up activities, and will afford Vendor and Third Party Vendors reasonable access to information, equipment and facilities upon request. Client shall require all of Client's personnel who use the Subscription Services to complete any training prescribed by Vendor or Third Party Vendor at the time of implementation. Subsequent training of new personnel after implementation is not included in this Addendum.

4.2. Equipment Maintenance

Client shall maintain hardware and software, including non-Vendor hardware or software, at Client's site as recommended by Vendor for operation and use of the Subscription Services. Client, at its expense, shall also maintain its own website, which shall feature a hotlink icon by which Citizens can access the Subscription Services, to the extent necessary for the operation and use of the Subscription Services. Vendor may, at its discretion, provide a standard web page that appears to belong to Client but is actually housed on Vendor's website.

4.3. Account Access, Creation and Termination

Client shall exercise control over all administrative account access, creation and termination, and shall be solely responsible for, creating or terminating accounts, and for allowing Citizens to open accounts, and for controlling account and password security. Third Party Vendors may restrict access to each Citizen account to users who enter the assigned account password, but otherwise Vendor shall not be responsible or liable for controlling access to or misuse of accounts.

4.4. Monitor and Store Data

Client shall verify account data accuracy on a regular basis, and assumes sole responsibility for maintaining data backup systems of systems located at the client site or managed and maintained but the client. Client shall immediately inform Vendor of any account data inconsistency, errors or corruption.

4.5. Release of Client or Citizen Records

Client shall assume responsibility for responding to and determining the validity of any requests or demands, whether from a court, a regulatory or other governmental agency, or the public, for the release of any Client or Citizen records or data in Vendor's control or possession. Vendor shall not release any such records or data to any party without written authorization by Client, unless compelled to do so by a court or agency of competent jurisdiction. In the event that Vendor needs to release client information to defend a claim against Vendor, Vendor shall inform Client of any such required disclosure prior to disclosure, and seek approval to release information.

4.6. Citizen Support

Client assumes sole responsibility for providing all support services to Citizens, and shall be the sole contact for all support requests from Citizens. Client shall not refer any Citizen to Vendor directly for support requests, but may communicate such requests to Vendor together with contact information for the requesting Citizen. Vendor may, in its discretion, respond directly to the Citizen or provide a response to Client, and may deem any such response support not covered by regular Maintenance and Support to be billed as an additional fee to Client at Vendor's normal hourly rates.

4.7. Credit Card Charge-backs

Client assumes liability for, and indemnifies Vendor and its agents, against any claims or charges by any bank or credit card company for charge-backs related to any Citizen payment via the Service, and any claims or charges by any bank or credit card company for online payment processing fees related to online payments to Client.

4.8. PCI and Red flag Compliance

As between Vendor and Client, Client shall be solely and exclusively responsible for ensuring that all transactions processed through Subscription Services comply fully with the Payment Card Industry ("PCI") Data Security Association Requirements and with the "red flag" requirements of the Fair and Accurate Credit Transactions Act ("FACTA"). Client will indemnify and hold Vendor harmless for any and all liabilities and damages the Vendor incurs as a result of Client's failure or alleged failure to comply with PCI or FACTA requirements.

4.9. Upgrades and Service Packs

Client understands and agrees that periodically Upgrades and Service Packs will be applied to the Products as deemed necessary by the Vendor and at the Vendor's sole discretion. Vendor will provide notification to Client in a timely manner prior to any Upgrades or Service Packs being applied.

- 5.2.1. sets forth the grounds for termination, and;
- 5.2.2. gives the breaching party thirty (30) days to cure the breach, and;
- 5.2.3. Notwithstanding that a party gives notice of termination, such termination shall not be effective if the breach is cured prior to expiration of the thirty (30) day notice period, and the terminating party is notified of the cure within the notice period.

5. **TERM: DEFAULT: RENEWAL**

5.1. Term

This Addendum is effective upon execution and shall continue for a term as set forth in the Order Form, (the "Initial Term"). This Addendum will automatically renew at the end of the Initial Term or any subsequent term for an additional term of 12 months. The Client must notify the vendor within 30 days of the end of a Term that they wish to terminate this Addendum.

5.2. Termination

Either party may terminate this Addendum upon delivering notice of termination for any material breach of this Addendum by the other, provided such notice;

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed in duplicate by its duly authorized officer or representative.

Vendor: Springbrook Software, Inc.
 By: _____
 Name (Print): Tim Rosener
 Title: Vice President, SBD
 Date: _____

Client:
 By: _____
 Name (Print): _____
 Title: _____
 Date: _____

Springbrook Software, Inc.
Web Payments Order Form

Client Information			
Licensee:	City of Yreka	Contact Email:	
Licensee Contact:	Rhetta Hogan	Contact Phone:	
Billing Address:	701 4 th Street		
City:	Yreka	State:	CA
		Zip:	96097
Service Term (Pursuant to terms and conditions of the master Web Payments Agreement)			
Term if Applicable :	2 years		
Effective Date:			
Client Fiscal Year:			
Number of Active Accounts:	3,500		
Online Application Fees			
Product Family	Type	Details	Fee
Web Payments	One Time	License Fee	NA
Web Payments	One Time	Setup Fee	NA
Web Payments	One Time	Initial Training	NA
Web Payments	One Time	Web Hosting Fee	NA
Web Payments	Monthly Fee	Online Web Payments for Utility Billing (minimum \$200/month)*	\$0.05/active account

Client will be charged a \$1.00 transaction fee to use the web payment service for each transaction performed through the web payment service. Client may opt to have Citizen pay this fee in lieu of the Client paying the fee via a convenience fee. Client is responsible for all associated third party fees including but not limited to interchange, gateway and processing fees.

Services not specifically identified by this Order Form, or identified in the Springbrook Software as Service Agreement, And Addenda are considered out of scope and may incur additional costs.

This order form is issued pursuant to the terms and conditions set forth in the Springbrook Web Payments Agreement and addenda thereto. Client also agrees that services not defined in this agreement or order form may incur additional costs. By signing below the client agrees by the terms of this order form and the agreement referenced above.

*Monthly fee is billed from date of contract execution.

LICENSOR:

LICENSEE:

By: Springbrook Software

By:

Signature: _____

Signature _____

Name (Print): Tim Rosener

Name (Print): _____

Title: Vice President, BD

Title: _____

Date: _____

Date: _____

FIRST SCREEN AFTER LOG IN. MESSAGES YOU CAN CHANGE.

Dashboard Make Payment My Bill Activity My Profile Contact Us Account: 005050-000

Dashboard

Customer Address

7411 NE 110TH AVE
Springbrook, OR 99999

Service Address

7411 NE 110TH AVE
Springbrook, OR 99999

Balance

You currently have a Balance due of \$304.00

[Make Payment](#)

Auto Pay Your Bill (New)

If you would like your bill automatically deducted from your account, click GO below.

[Go](#)

Make A Payment

If you would like to make an electronic payment, click GO below.

[Go](#)

View Your Bill

For complete details regarding your bill, please click GO below.

[Go](#)

Account Profile

To manage your account information and billing options, please GO below.

[Go](#)

Your Activity

To view the history of your account activity, click GO below.

[Go](#)

MEMBER LOGIN MESSAGE
Be sure to check out the Usage tab to see how your water conservation efforts are going!
Report suspected leaks right away! You can always find our phone number and email address on the Contact Us tab, even when you aren't logged in.



MAKE PAYMENT:



Payment Management
[Logout](#)

Dashboard **Make Payment** My Bill Activity My Profile Contact Us Account: 005050-000

Make Payment

Existing Payment Options

You must select a previous payment method, or click "I would like to use a different payment method."

My CU MC (Credit Card ending in : 5454) Exp: 2/2014

[I would like to use a different payment method.](#)

Payment Details

Sewer:	\$340.00
Finance Charge:	\$0.00
Lien Interest:	\$0.00
Miscellaneous:	\$0.00

Payment Amount

Amount (USD) \$

Convenience Fee: \$ 1.75

Total: \$ 305.75

PAYMENT SCREEN MESSAGE

Please be sure to enter the address for your credit card billing statement if it is not the same as the address for your Utility account.

CUSTOMER SET UP PROFILE AND ALSO CREDIT CARD. You can see that I have selected an Customer that has three accounts.

And they have also elected to do paperless billing (get their bills via email). They can change between accounts by clicking on the Account below or on the first screen they have the drop down box on the right side.

My Profile

Account Information

If you would like to change your e-mail address or password, click Change below.

Account Information

Your e-mail address : Beta1@DoNotUse.com [\[Change\]](#)

Your Password: ***** [\[Change\]](#)

Your Saved Payment Methods

Below are your payment methods that have been setup. If you would like to remove a saved payment method you may click remove next to the payment method below.

Payment Method

Remove
Payment Method

My CU MC (Credit Card ending in : 5454) Exp: 2/2014 [Remove](#)

Your accounts

If you would like to change any of the accounts associated with this membership, click the account number below to modify the settings.

Default Set who is your default customer when you log in (if you have multiple accounts set up).

Paper Bill Toggle the ability to receive a paper bill in the mail.

Electronic Bill Toggle the ability to receive an electronic bill via e-mail.

Auto Pay Automatically debit your account when your bill is due. [Tell me more..](#)

Account Number	Default Customer	Paper Bills	Electronic Bills	Auto Pay	Remove Account
000065-000		✓	✗	✗	[Remove]
013201-000		✓	✓	✓ My CU MC	[Remove]
005050-000	✓	✓	✗	✗	

[Add more accounts](#) to this membership.



HERE THE CUSTOMER CAN SEE THEIR PAST HISTORY AND OF PAYMENTS AND BILLINGS:



Payment Management
[Logout](#)

Dashboard	Make Payment	My Bill	Activity	My Profile	Contact Us	Account: 005050-000
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Customer Activity

Customer Information (005050-000)

Service Address	Owner Address	Customer Address
7411 NE 110TH AVE Sprinbrook, OR 99999		7411 NE 110TH AVE Springbrook, OR 99999

Activity Details	Balance Due: The balance due shown may take up to 24 hours to post.	\$304.00
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Transaction Date Time	Transaction Type	Description	Amount	Balance
09/12/2013	Payment		(\$5.00)	\$304.00
07/26/2013	Payment		(\$10.00)	\$320.00
07/26/2013	Payment		(\$1.00)	\$319.00
07/26/2013	Payment		(\$10.00)	\$309.00
05/17/2013	Payment		(\$10.00)	\$330.00