



## Regular Meeting of the Madera City Council

205 W. 4<sup>th</sup> Street, Madera, California 93637

### NOTICE AND AGENDA

Wednesday, November 1, 2023  
6:00 p.m.

Council Chambers  
City Hall

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The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at [www.madera.gov/live](http://www.madera.gov/live). Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 813 7882 4393#. Comments will also be accepted via email at [citycouncilpubliccomment@madera.gov](mailto:citycouncilpubliccomment@madera.gov) or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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#### **CALL TO ORDER:**

**ROLL CALL:** Mayor Santos Garcia  
Mayor Pro Tem Elsa Mejia, District 5  
Councilmember Cece Gallegos, District 1  
Councilmember Jose Rodriguez, District 2  
Councilmember Steve Montes, District 3  
Councilmember Anita Evans, District 4  
Councilmember Artemio Villegas, District 6

**INVOCATION:** Councilmember Anita Evans

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF AGENDA:**

#### **PUBLIC COMMENT:**

*The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.*

**WRITTEN COMMUNICATIONS:** None

**PRESENTATIONS:** None

**INTRODUCTIONS:** Giachino Chiaramonte, Chief of Police

**A. WORKSHOP:** None

**B. CONSENT CALENDAR:**

*Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.*

**B-1 Minutes – October 4, 2023**

**Recommendation:** Approve the City Council Minutes of October 4, 2023 (Report by Alicia Gonzales)

**B-2 Informational Report on Register of Audited Demands**

**Recommendation:** Review Register of Audited Demands Report for September 23, 2023 to October 20, 2023 (Report by Michael Lima)

**B-3 Piggyback Purchase Agreements for Fleet Division-Related Purchases**

**Recommendation:** Adopt a Resolution Approving Sourcewell Piggyback Agreements for the Purchase of a Flail Mower from Municipal Maintenance Equipment for \$71,221.54; a Track Loader from Pape Machinery for \$113,532.68; a Mulching Head from Pape Machinery for \$36,649.57; a Dump Truck from PB Loader for \$190,251.83; a Dump Truck from PB Loader for \$222,863.73; Two Police Interceptors from National Auto Fleet Group for \$111,585.54, and a \$1,731.83 Change Order for a Previously Approved Purchase of a Ford F-150 Pickup (Report by Michael Lima)

**B-4 2023 Downtown Christmas Light Parade Entry for City Participation**

**Recommendation:** Approve a Minute Order Authorizing the City Manager to Execute Documents necessary for any City entries in the Downtown Christmas Light Parade scheduled November 30, 2023 (Report by Alicia Gonzales)

**B-5 Accepting the Off-Site Public Improvements for Origo Cold Madera Phase I LLC**

**Recommendation:** Adopt a Resolution:

1. Accepting the Off-site improvements as part of the construction of Origo Cold Madera Phase I, LLC; and
2. Authorize the Filing of the Notice of Acceptance for said off-site improvements (Report by Keith Helmuth)

**B-6 2023 Call for Projects for the Congestion Mitigation and Air Quality (CMAQ) Program and Carbon Reduction Program (CRP)**

**Recommendation:** Adopt a resolution approving the list of projects to be nominated for Federal Transportation Funding under the CRP and CMAQ Grant Program and Supporting Implementation of AB 1012, "Timely Use of Funding" for Federal Funding of Projects (Report by Keith Helmuth)

**B-7 Accepting Remaining Off-Site Improvements for the Varbella Estates II Subdivision**

**Recommendation:** Adopt a Resolution:

1. Accepting Remaining Off-site Improvements for the Varbella Estates II Subdivision; and
2. Authorize the Filing of the Notice of Acceptance for Said Off-site Improvements (Report by Keith Helmuth)

**B-8 Community Correction Partnership 2023/24 Budget**

**Recommendation:** Adopt Resolutions:

1. Accepting \$185,128 from the Community Corrections Partnership to pay for a Police Officer under the Special Investigations Unit (SIU) and amending the Memorandum of Understanding between the City of Madera and County of Madera to reflect the total agreement amount of \$327,428; and
2. Appropriating \$185,128 in the City’s Fiscal Year 2023/24 Adopted Budget for the salary and benefits of one Police Officer in the SIU (Report by Giachino Chiaramonte)

**B-9 California Department of Justice Tobacco Grant Program**

**Recommendation:** Adopt a Resolution Accepting the California Department of Justice Tobacco Grant Program in the amount of \$42,227 (Report by Giachino Chiaramonte)

**B-10 Donation from the United Police Canine Partnership**

**Recommendation:** Adopt a Resolution Accepting a Donation of \$9,500 for the City’s Detection K-9 Labrador from the United Police Canine Partnership Non-profit Organization (Report by Giachino Chiaramonte)

**C. PUBLIC HEARINGS:**

**C-1 Consider an Ordinance to Update Certain Fines Detailed in the Madera Municipal Code**

**Recommendation:** Waive Full Reading and Introduce an Ordinance of the City Council of the City of Madera Amending Sections 1-9.06(A) and (B), 3-2.08, 5-3.31, and 5-4.06 (I) of the Madera Municipal Code to Update Various Fines (Report by Michael Lima)

**D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:**

**D-1 Transfer of Ownership of Real Property Located at 715 Stadium Road (APN: 012-220-051) that serves as a Temporary Ponding Basin**

**Recommendation:** Adopt a Resolution:

1. Approving the Agreement for Transfer of Real Property located at 715 Stadium Road (APN: 012-220-051); and
2. Accepting Quitclaim Deed (Report by Keith Helmuth)

**D-2 Initiating Annexation Proceedings of Properties into the City of Madera Landscape Maintenance District (LMD) Zones of Benefit 1 & 51**

**Recommendation:** Adopt a Resolution:

1. Initiate Proceedings Pursuant to the Landscaping and Lighting Act of 1972 for the Annexation of Property into the City’s LMD Zone of

Benefit 1, to Review the Assessments for Fiscal Year 2024/25, and Setting a Public Hearing; and

2. Initiate Proceedings Pursuant to the Landscaping and Lighting Act of 1972 for the Annexation of Properties into the City's LMD Zones of Benefit 51, to Review the Assessments for Fiscal Year 2024/25, and Setting a Public Hearing (Report by Keith Helmuth)

**E. ADMINISTRATIVE REPORTS:**

**E-1 Discussion Regarding the Methodology Currently Utilized in the Consideration of Crosswalks**

**Recommendation:** Staff recommends that the City Council review this report and provide feedback regarding the Methodology utilized in the consideration of crosswalks (Report by Keith Helmuth)

**E-2 Madera County Economic Development Commission City Council Update**

**Recommendation:** Informational Report (Report by Darren Rose, EDC Executive Director)

**F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:**

*This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.*

**G. CLOSED SESSION:**

**G-1 Public Employee Performance Evaluation - Pursuant to Government Code Section §54957(b)(1)**

**Title:** City Clerk

**ADJOURNMENT:**

**UPCOMING MEETING DATES:**

- Wednesday, November 15, 2023
- Wednesday, December 6, 2023

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- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing [cityclerkinfo@madera.gov](mailto:cityclerkinfo@madera.gov) . Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient detail that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
  - The services of a translator can be made available. Please contact the City Clerk's Office at (559) 661-5405 or emailing [cityclerkinfo@madera.gov](mailto:cityclerkinfo@madera.gov) to request translation services for this meeting. Those

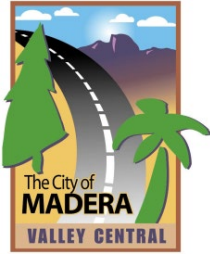
who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be submitted in advance of the meeting to allow the City sufficient time to provide or arrange for the requested services. At least seventy-two (72) hours' notice prior to the meeting is requested but not required.

- Please silence or turn off cell phones and electronic devices while the meeting is in session.
  - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
  - Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's office located at 205 W. 4<sup>th</sup> Street, Madera, CA 93637 and on the City website at [www.madera.gov](http://www.madera.gov)
  - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
  - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for November 1, 2023, near the front entrances of City Hall and on the City's website [www.madera.gov](http://www.madera.gov) at 8:00 p.m. on October 26, 2023.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	10/04/2023
Adopted:	11/01/2023

## Minutes of a Regular Meeting of the Madera City Council

**October 4, 2023**  
**6:00 p.m.**

**Council Chambers**  
**City Hall**

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**CALL TO ORDER:** Meeting was called to order at 6:00 p.m.

### **ROLL CALL:**

Present: Mayor Pro Tem Elsa Mejia, District 5  
Councilmember Cece Gallegos, District 1  
Councilmember Jose Rodriguez, District 2  
Councilmember Steve Montes, District 3  
Councilmember Anita Evans, District 4  
Councilmember Artemio Villegas, District 6

Absent: Mayor Santos Garcia

Others present were City Manager Arnoldo Rodriguez (Zoom), City Clerk Alicia Gonzales, City Attorney Shannon L. Chaffin, Chief Building Official Rafael Magallan, City Engineer Keith Helmuth, Community Development Director Will Tackett, Director of Financial Services Michael Lima, Division Fire Chief Justin McCombs, Fire Battalion Chief Ralph Duran, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, Director of Parks and Community Services Joseph Hebert, Planning Manager Gary Conte, Chief of Police Giachino Chiaramonte, Public Works Director Ismael Hernandez, Senior Civil Engineer Steve Bettencourt, Wastewater Treatment Plant Manager Gabriel Bostan, Administrative Analyst (Parks) Gabby Salazar and Communication Specialist Joseph Carrello.

**INVOCATION:** Councilmember Evans

**PLEDGE OF ALLEGIANCE:** Councilmember Rodriguez

### **APPROVAL OF AGENDA:**

**ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, THE AGENDA WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA. ABSTAIN: NONE.**

### **PUBLIC COMMENT:**

*The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should*

*be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.*

Anthony Duran of Duane E. Furman High School invited Council to attend and support their College and Career Day. He gave City Clerk Alicia Gonzales fliers to distribute to Council.

Rosa Hernandez a resident of Madera addressed Council in the Mixteco language. Minerva Mendoza a resident of Madera in District 2 addressed Council in Spanish and Julisa Torres then addressed Council in English. Their comment in the three different languages was all one in the same, inviting Council and the community to the Guelaguetza Celebration on October 8<sup>th</sup> at the Millview Sport Complex better known as Millview Park.

Sulman Yañez requested that Council sponsor and recognize Dia de los Muertos (Day of the Dead). They previously partnered with Madera Community Hospital for this event and she doesn't want that cultural event to fade out. City Attorney Shannon Chaffin directed Ms. Yañez to leave her name and contact information with City Clerk Alicia Gonzales.

No further Public Comment was presented. Public Comment was closed.

**WRITTEN COMMUNICATIONS:** None

- PRESENTATIONS:**
1. Proclamation Recognizing October 9, 2023, as Indigenous People's Day
  2. Proclamation Recognizing Breast Cancer Awareness Month
  3. Proclamation Recognizing Disability Awareness Month
  4. Proclamation Recognizing Domestic Violence Awareness Month
  5. Children & Youth in Transition Program - Rosa M. Galindo, MUSD Program Manager

**INTRODUCTIONS:** None.

**A.**

**WORKSHOP:**

**A-1**

**Measure T Update**

**Recommendation:** This workshop is submitted for informational purposes only and there is no action requested from the City Council (Council) (Report by Kendall Flint, DKS Associates)

**B.**

**CONSENT CALENDAR:**

*Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.*

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, THE CONSENT CALENDAR WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA. ABSTAIN: NONE.**

- B-1 Minutes – September 6, 2023**  
**Recommendation:** Approve the City Council Minutes of September 6, 2023 (Report by Alicia Gonzales)
- B-2 Informational Report on Register of Audited Demands**  
**Recommendation:** Review Register of Audited Demands Report for August 26, 2023 to September 22, 2023 (Report by Michael Lima)
- B-3 Informational Report on Contract City Attorney Services and Litigation Expenditures**  
**Recommendation:** This report is submitted for informational purposes only and there is no action requested from the City Council (Council) (Report by Arnolando Rodriguez)
- B-4 Informational Report on Personnel Activity**  
**Recommendation:** This report is submitted for informational purposes only and there is no action requested from the City Council (Council) (Report by Wendy Silva)
- B-5 Continuing Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms**  
**Recommendation:** Adopt a Resolution Continuing the Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms in accordance with Madera Municipal Code Title III, Chapter 2 (Report by Wendy Silva)
- RES 23-158** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONTINUING THE DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY- JANUARY 2023 WINTER STORMS IN ACCORDANCE WITH MADERA MUNICIPAL CODE TITLE III, CHAPTER 2
- B-6 Request to Waive City Fees for Madera High School’s Homecoming Parade**  
**Recommendation:** Adopt a Resolution Waiving the Fees to Cover the Costs of Police, Public Works, and Engineering Fees and Services Relating to the Madera High School Homecoming Parade in the Amount of \$2,136 (Report by Gino Chiaramonte)
- RES 23-159** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER THE COSTS OF POLICE, PUBLIC WORKS, AND ENGINEERING SERVICES AND FEES RELATING TO THE MADERA HIGH SCHOOL HOMECOMING PARADE IN THE AMOUNT OF \$2,136
- B-7 Request to Waive City Fees for Madera Downtown Christmas Parade**  
**Recommendation:** Adopt a Resolution Waiving the Fees to Cover the Costs of Police, Public Works, and Parks Services for the Downtown Christmas Parade in the Amount of \$2,855 (Report by Gino Chiaramonte)

**RES 23-160** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE, PUBLIC WORKS, AND PARK FEES FOR THE DOWNTOWN CHRISTMAS PARADE FOR MADERA DOWNTOWN ASSOCIATION AND MADERA EVENING LIONS IN THE AMOUNT OF \$2,855

**B-8 Improvement Agreement Amendment No. 1 for the Varbella Estates II Subdivision (Tract No. 20-S-01) Allowing Reimbursement for Reconstruction of a Private Driveway**

**Recommendation:** Adopt a Resolution Approving Amendment No. 1 to the Improvement Agreement Authorizing Reimbursement for Reconstruction of a Private Driveway to be Constructed by Subdivider (Report by Keith Helmuth)

**RES 23-161** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE IMPROVEMENT AGREEMENT AUTHORIZING REIMBURSEMENT FOR RECONSTRUCTION OF A PRIVATE DRIVEWAY TO BE CONSTRUCTED BY SUBDIVIDER

**B-9 Groundwater Monitoring Wells at the Wastewater Treatment Plant, Project No. WWTP 20-01**

**Recommendation:** Adopt a Minute Order Approving:

1. Acceptance of the Construction of Monitoring Wells at the Wastewater Treatment Plant, Project No. WWTP 20-01; and
2. The Recording of the Notice of Completion; and
3. The Release of Retention 35 Days After Recording the Notice of Completion (Report by Keith Helmuth)

**B-10 Master Agreement Between the Madera County Transportation Commission and the City for Fiscal Year 2022/2023 Allocation of the Regional Surface Transportation Program (RSTP) Exchange Funding**

**Recommendation:** Adopt a Resolution Approving the Master Agreement between the Madera County Transportation Commission (MCTC) and the City for the Fiscal Year (FY) 2022/2023 allocation of RSTP Exchange Funding (RSTP) Exchange Funding (Report by Keith Helmuth)

**RES 23-162** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE MASTER AGREEMENT BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION (MCTC) AND THE CITY OF MADERA FOR THE FISCAL YEAR 2022/2023 ALLOCATION OF REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUNDING

**B-11 Change Order on Piggyback Purchase Agreement for Paint Striping Truck**

**Recommendation:** Adopt a Resolution Approving a Change Order to the Sourcewell Paint Striper Piggyback Resolution No. 23-50

Approved by Council on April 19, 2023, for Minor Changes to the Paint Gun Carriage Configuration, Additional Bead Gun, and Air Ride Seats for the Operators (Report by Mike Lima)

**RES 23-163** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING CHANGE ORDER ON PIGGYBACK AGREEMENT FOR PAINT STRIPING TRUCK RESOLUTION NO. 23-50

**B-12** **Second Reading and Adoption of an Ordinance to Rezone 0.3 Acres at 405 Vineyard Avenue (REZ 2023-02)**

Waive Full Reading and Adopt an Ordinance of the City of Madera Amending the Official City of Madera Zoning Map Rezoning Approximately 0.3 Acres located at 405 Vineyard Avenue (APN 008-071-001) from a R2 (One unit for each 3,000 square feet of site area) Zone District to a R1 (One unit for each 6,000 square feet of site area) Zone District, by Title Only (Report by Will Tackett)

**ORD 1003 C.S.** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.3 ACRES OF PROPERTY LOCATED AT 405 VINEYARD AVENUE (APN: 008-071-001) FROM THE R2 (ONE UNIT FOR EACH 3,000 SQUARE FEET OF SITE AREA) TO THE R1 (ONE UNIT FOR EACH 6,000 SQUARE FEET OF SITE AREA) ZONE DISTRICT

**B-13** **Change Order on Consultant Services Agreement with O'Dell Engineering for Design Services for James Taubert Park**

**Recommendation:** Adopt a Resolution approving a change order to the O'Dell Engineering Consultant Services Agreement of \$9,000, bringing the agreement to \$247,013 (Report by Joseph Hebert)

**RES 23-164** A RESOLUTION APPROVING A CHANGE ORDER TO THE O'DELL ENGINEERING CONSULTANT SERVICES AGREEMENT OF \$9,000, BRINGING THE AGREEMENT TO \$247,013

**B-14** **Multiple Letters of Support Provided by the City of Madera**

**Recommendation:** This report is submitted for informational purposes only, and no action is requested from City Council (Council) at this time (Report by Arnoldo Rodriguez)

**C.** **PUBLIC HEARINGS:**

**C-1** **Public Hearing Regarding the Program Year 2022/23 Community Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and Financial Summary**

**Recommendation:** Conduct a Public Hearing, Invite Public Input, and Adopt a Resolution Approving the City's 2022/23 CAPER and Financial Summary (Report by Mike Lima)

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM C-1 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA. ABSTAIN: NONE.**

**RES 23-165** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE 2022/23 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT AND FINANCIAL SUMMARY

**C-2**

**Public Hearing Regarding Annexation No. 1 (Madera Place Apartments) into Community Facilities District No. 2013-1 Under the Mello Roos Community Facilities Act of 1982 and Related Actions**

**Recommendation:** That Council consider the following:

1. Hold the Public Hearing; and
2. Adopt a Resolution of the City Council (Council) of the City of Madera Authorizing Annexation of Territory (Annexation No. 1) to Community Facilities District No. 2013-1 (CFD 2013-1); authorizing the Levy of Special Tax; and Submitting the Levy of Tax to the Qualified Electors; and
3. Conduct the Election of the Qualified Electors of Annexation No. 1; and
4. Adopt a Resolution of the Council of the City of Madera Making Certain Findings, Declaring and Certifying the Results of an Election, and Adding the Territory Identified as Annexation No. 1 to CFD 2013-1 (Public Services) (Report by Will Tackett)

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM C-2 (2) WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA. ABSTAIN: NONE.**

**RES 23-166** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE ANNEXATION OF TERRITORY (ANNEXATION NO. 1) TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (PUBLIC SERVICES), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND SUBMITTING THE LEVY OF TAX TO THE QUALIFIED ELECTORS

**ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM C-2 (4) WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA. ABSTAIN: NONE.**

**RES 23-167** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING CERTAIN FINDINGS,

DECLARING AND CERTIFYING THE RESULTS OF A SPECIAL ELECTION, AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION NO. 1 TO COMMUNITY FACILITIES DISTRICT NO. 2013-1 (PUBLIC SERVICES)

**D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:**

**D-1 Modifications to the City of Madera Classification Plan and Adjustment of Salary Ranges for Certain Positions**

**Recommendation:** Adopt Resolutions:

1. Modifying the City of Madera Classification Plan by replacing the existing Park Planning Manager classification with Parks Project Manager and replacing Information Services Manager with Director of Information Technology;
2. Approving a Side Letter Agreement with the Mid Management Employee Group regarding adjustment of salary ranges for represented professional civil engineer positions; and
3. Modifying and/or setting the assigned salary ranges for the classifications of Associate Civil Engineer, Senior Civil Engineer, Deputy City Engineer, City Engineer, and Director of Information Technology, and adopting the City of Madera Full Time Salary Schedule (Report by Wendy Silva)

**ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-1 WAS APPROVED BY A 5/1 VOTE. NOES: COUNCILMEMBER RODRIGUEZ. ABSENT: NONE. ABSTAIN: NONE.**

**THE MOTION PASSED WITH THE FOLLOWING VOTE:**

**YES: 5**                    **COUNCILMEMBER GALLEGOS**  
**COUNCILMEMBER MONTES**  
**COUNCILMEMBER EVANS**  
**MAYOR PRO TEM MEJIA**  
**COUNCILMEMBER VILLEGAS**

**NO: 1**                    **COUNCILMEMBER RODRIGUEZ**

**RES 23-168**            A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY OF MADERA CLASSIFICATION PLAN BY ADDING DIRECTOR OF INFORMATION TECHNOLOGY AND PARKS PROJECT MANAGER AND REMOVING INFORMATION SERVICES MANAGER AND PARK PLANNING MANAGER

**RES 23-169**            A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING SIDE LETTER AGREEMENT #3 WITH THE MID MANAGEMENT EMPLOYEE GROUP REGARDING

PAY RANGE ASSIGNMENTS FOR REPRESENTED CIVIL ENGINEER POSITIONS

**RES 23-170** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA MODIFYING AND/OR SETTING THE ASSIGNED SALARY RANGES FOR CERTAIN CLASSIFICATIONS AND ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULE EFFECTIVE OCTOBER 7, 2023

**D-2 Consideration of Adoption of a Tax Sharing Agreement between the City of Madera and the County of Madera**

**Recommendation:** Adopt a Resolution Approving a Tax Sharing Agreement (TSA) between the City of Madera and County of Madera, Authorizing the Mayor to execute the Agreement on behalf of the City and Authorizing the City Manager to make Non-material Revisions or Refinements in the Language of the Agreement, not including the Sales Tax and Property Tax Sharing Amounts or Percentages, as may be needed to finalize the Agreement and Secure County Approval (Report by Will Tackett)

**ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA. ABSTAIN: NONE.**

**RES 23-171** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A TAX SHARING AGREEMENT (TSA) BETWEEN THE CITY OF MADERA AND COUNTY OF MADERA

**D-3 Contract Award for the Renovation of the Cook Water Tower, City Project No. W-22 and W-34**

**Recommendation:**

1. Adopt a Resolution approving the contract award for the Renovation of the Cook Water Tower, City Project No. W-22 and W-34 in the amount of \$2,920,732.00 to Unified Field Services Corporation and a contingency of 10 percent of the contract amount, and a CEQA Class 1 Categorical Exemption (Existing Facilities); and
2. Adopt a Resolution Approving Project Funding Amendments Appropriating \$604,078.00 to the Fiscal Year (FY) 2023/24 Capital Projects Budgets (Report by Keith Helmuth)

**ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-3 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: MAYOR GARCIA. ABSTAIN: NONE.**

**RES 23-172** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR THE RENOVATION OF THE LOY COOK WATER TOWER, CITY PROJECT NOS. W-22 AND W-34 IN THE AMOUNT OF \$2,920,732.00 TO UNIFIED FIELD SERVICES CORPORATION

AND AUTHORIZING CONSTRUCTION CONTINGENCIES  
RELATING TO THE CONTRACT

**RES 23-173**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MADERA, APPROVING FUNDING AMENDMENT  
APPROPRIATING \$604,078 TO THE CITY OF MADERA FISCAL  
YEAR (FY) 2023/24 CAPITAL PROJECTS BUDGET FOR THE  
RENOVATION OF THE LOY COOK WATER TOWER, CITY  
PROJECT W-34

**E.**

**ADMINISTRATIVE REPORTS:**

**E-1**

**Riverview Park Playground Equipment Installation**

**Recommendation:** Receive a summary report of the neighborhood meeting and provide direction on plans to install playground equipment at Riverview Park (Report by Joseph Hebert)

Grants Administrator Marcela Zuniga provided Spanish translation of this item to members of the public.

No further Public Comment was presented. Public Comment was closed.

Public comment for this item was reopened and took place after the Closed Session announcement.

A member of the public addressed the Council in Spanish.

Grants Administrator Marcela Zuniga summarized the Spanish public comment as follows: The idea in and of itself is not a bad idea. Her concern is that maybe the equipment is too large for that space and is hoping for something smaller. Additional concerns are the potential amount of trash that can come into the area because of the installation of the equipment. She referenced holidays such as the 4<sup>th</sup> of July where people come into the neighborhood and she and other residents have had to clean it up. She highly encourages consideration of maintaining the wildlife in the area as well and though she's in favor of parks, thinks that the wildlife is very important. The lady referenced getting speed bumps because there is a lot of noise in that area. The idea of installing playground equipment concerns her because it will increase the noise level as they already have to deal with some of that as it is.

No further Public Comment was presented. Public Comment was closed.

**F.**

**COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:**

*This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.*

Councilmember Evans thanked staff for their hard work on the reports. She stated that the Old Timers' Day Parade occurred on Saturday and even though it was raining, many attended. The Fire Department showed up and the Police

Department were out there guiding traffic, etc. It was a great event. Councilmember Evans stated that October is Breast Cancer Awareness Month and she salutes those who had it. Her daughter had it, so this is near and dear to her heart. She stated that the NAACP will be hosting a Breast Cancer Awareness event on October 17<sup>th</sup> at Burrito King and invited everyone to attend.

Councilmember Gallegos thanked staff for attending the Old Timers' Day Parade. She recognized Nick Salinas who chaired the event as well as all the Rotarians who made it happen. Councilmember Gallegos stated that her brother was the City of Kerman Parks Director for 37 years and a park was named after him this past weekend. It is the Philip Gallegos Play Park in Kerman

Councilmember Montes thanked Parks and Community Services Director Joseph Hebert and his team for the community meeting where a couple of issues were addressed. He also thanked Jamie Hickman in the Public Works Department for taking care of some concerns with the roadways.

Councilmember Rodriguez acknowledged Breast Cancer Awareness month. He mentioned the salary adjustment item on tonight's agenda and asked for staff effort in exploring recruiting efforts to benefit employee salary. He would like staff to explore recruiting efforts where the City incentivizes by providing some benefit when it comes to housing, etc. to retain employees. He would like to offer employees a good recruiting package while still being sensitive to the City, their constituency and the community. He asked that this item be on a future agenda, maybe sometime early next year. Councilmember Rodriguez asked that Director of Public Health Department Sarah Bosse be asked to bring information at least once each quarter to give them an update on what is happening with Covid outbreaks in the community.

Councilmember Villegas thanked everyone who attended to receive the proclamations tonight. He thanked the Police Department for their assistance at the Old Timers' Day Parade. Councilmember Villegas stated he has a couple events coming up at some of the schools. One event is the walk to school event at Sierra Vista Elementary on October 18<sup>th</sup>.

Mayor Pro Tem stated it has been a very busy Mexican Heritage Month for her. She attended the annual Chilena Festival which has grown exponentially since its beginning. She attended the Mexican Consulate's annual Grito Celebration honoring this special day for the Mexican nationals living in the United States. She attended an event at Sierra Vista Elementary where there were different agencies that presented different resources for the community. She also attended the Recovery Month Celebration held by the Madera County Behavioral Health Services at Courthouse Park. Mayor Pro Tem reiterated the invitation that was made during Public Comment in three different languages. She would like to see everyone at Madera's first Guelaguetza Celebration on Sunday, October 8<sup>th</sup>.

City Attorney Shannon Chaffin mentioned that the Madera County Transportation Commission (MCTC) is going to be holding an event and meeting on October 18<sup>th</sup>

which is the same night as Council’s regularly scheduled meeting. He stated that some of Council sits on the MCTC Board and as they can’t be in two places at the same time, he wanted to do an informal poll to see if Council would have a quorum on October 18<sup>th</sup>. Only one Councilmember indicated that he would be in attendance at the Council meeting and quorum is at least four (4) people to hold a meeting.

**G. CLOSED SESSION:**

**G-1 Conference with Legal Counsel - Existing Litigation pursuant to Government Code §54956.9(a)**

**One Case:** Madera Police Officers’ Association; Randall Williams; Thomas Burns vs. City of Madera (MCV 088246)

City Attorney Shannon Chaffin made the closed session announcement at 8:43 p.m. City Attorney and Council returned from Closed Session at 9:33 p.m. with all members of Council present. Mr. Chaffin announced there was no reportable action.

**ADJOURNMENT:** Meeting was adjourned at 9:33 p.m.

**UPCOMING MEETING DATES:**

- Wednesday, October 18, 2023
- Wednesday, November 1, 2023

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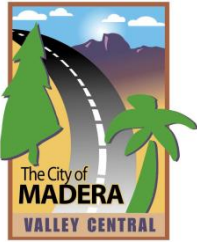
ALICIA GONZALES, City Clerk

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SANTOS GARCIA, Mayor

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MINUTES PREPARED BY  
ZELDA LEÓN, Deputy City Clerk



## REPORT TO CITY COUNCIL

Approved by:

*Michael Lima*

Michael Lima, Director of Financial Services

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

Council Meeting of: November 1, 2023

Agenda Number: B-2

### SUBJECT:

Informational Report on Register of Audited Demands

### RECOMMENDATION:

Review Register of Audited Demands Report for September 23, 2023 to October 20, 2023

### SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of September 23, 2023 to October 20, 2023 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrants</i>	37554 – 37752	\$2,378,415.12

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$1,417,860.04
<i>SDI</i>	EDD	\$4,368.97
<i>CalPERS Payment</i>	CalPERS	\$285,217.03

### DISCUSSION:

Warrant requests are processed weekly based on the Fiscal Year 2023/2024 Adopted Budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per

the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

**FINANCIAL IMPACT:**

Demands for payments are made within the constraints of the Fiscal Year 2023/2024 Adopted Budget.

**ALTERNATIVES:**

Informational only.

**ATTACHMENTS:**

Register of Audited Demands

**CITY OF MADERA**  
**REGISTER OF AUDITED DEMANDS FOR BANK #1 - US BANK GENERAL ACCOUNT**  
**November 1, 2023**

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37554	09/26/2023	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMPORARY SENIOR ENGINEER	\$ 5,040.00
37555	09/26/2023	GRANTS	PROP 1B PTMISEA	RRM DESIGN GROUP	PROFESSIONAL ENG DESIGN-INTERMODAL FACILITY	\$ 29,162.65
37556	09/26/2023	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL TO FORMER CITY ATTORNEY	\$ 7.78
37557	09/26/2023	HR	HR/RISK MGT	CITY OF FOSTER CITY	JOB POSTING ADD - MECHANIC III	\$ 567.00
37558	09/26/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 08/16/23-08/31/23	\$ 796.52
37559	09/26/2023	INFO SERVICES	COMPUTER MAINT	ZONES IT SOLUTIONS INC	VEEAM BACKUP SOFTWARE LICENSING	\$ 17,656.04
37560	09/26/2023	FIRE	FIRE	MADERA COUNTY FLEET FIRE SERVICE	LABOR FOR REPAIRS ON ENGINE 258	\$ 450.59
37561	09/26/2023	PARKS	PARKS	WHITE CAP SUPPLY HOLDINGS II, LLC	PARKS MAINTENANCE - EQUIPMENT	\$ 2,738.00
37562	09/26/2023	FLEET MAINT	TRANS - FIXED	AIR EXCHANGE, INC	FLEET EQUIPMENT/SUPPLIES	\$ 1,499.82
37563	09/26/2023	ENGINEERING	WATER CAPITAL OUTLAY	DEPARTMENT OF WATER RESOURCES	ENCROACHMENT PERMIT & INSPECTION FEES	\$ 800.00
37564	09/26/2023	PD OPS	PD OPS	BRADLEY ARNOLD	VEST REIMBURSEMENT PER MOU	\$ 365.00
37565	09/26/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 570.00
37566	09/26/2023	FINANCE	BUILDING	AT&T	08/23 CALNET 3 SVS 9391026407	\$ 26.17
37566	09/26/2023	FINANCE	BUILDING	AT&T	08/23 CALNET 3 SVS 9391031559	\$ 18.59
37566	09/26/2023	FINANCE	BUILDING	AT&T	08/23 CALNET 3 SVS 9391031577	\$ 30.57
37566	09/26/2023	FINANCE	BUILDING	AT&T	08/23 CALNET 3 SVS 9391026390	\$ 60.49
37566	09/26/2023	FINANCE	CITY ATTORNEY	AT&T	08/23 CALNET 3 SVS 9391026388	\$ 52.03
37566	09/26/2023	FINANCE	CITY ATTORNEY	AT&T	08/23 CALNET 3 SVS 9391031559	\$ 6.97
37566	09/26/2023	FINANCE	CITY ATTORNEY	AT&T	08/23 CALNET 3 SVS 9391031577	\$ 8.72
37566	09/26/2023	FINANCE	CITY ATTORNEY	AT&T	08/23 CALNET 3 SVS 9391026390	\$ 17.25
37566	09/26/2023	FINANCE	CITY CLERK	AT&T	08/23 CALNET 3 SVS 9391031559	\$ 4.65
37566	09/26/2023	FINANCE	CITY CLERK	AT&T	08/23 CALNET 3 SVS 9391031577	\$ 8.72
37566	09/26/2023	FINANCE	CITY CLERK	AT&T	08/23 CALNET 3 SVS 9391026390	\$ 17.25
37566	09/26/2023	FINANCE	CODE ENF	AT&T	08/23 CALNET 3 SVS 9391026413	\$ 51.91
37566	09/26/2023	FINANCE	COMM & REC	AT&T	08/23 CALNET 3 SVS 9391026396	\$ 260.13
37566	09/26/2023	FINANCE	COMM & REC	AT&T	08/23 CALNET 3 SVS 9391026391	\$ 289.41
37566	09/26/2023	FINANCE	COMM & REC	AT&T	08/23 CALNET 3 SVS 9391026392	\$ 52.45
37566	09/26/2023	FINANCE	COMPUTER MAINT	AT&T	08/23 CALNET 3 SVS 9391031559	\$ 2.32
37566	09/26/2023	FINANCE	COMPUTER MAINT	AT&T	08/23 CALNET 3 SVS 9391031577	\$ 17.47
37566	09/26/2023	FINANCE	COMPUTER MAINT	AT&T	08/23 CALNET 3 SVS 9391026390	\$ 34.55
37566	09/26/2023	FINANCE	ENGINEERING	AT&T	08/23 CALNET 3 SVS 9391031559	\$ 34.85
37566	09/26/2023	FINANCE	ENGINEERING	AT&T	08/23 CALNET 3 SVS 9391031577	\$ 61.14
37566	09/26/2023	FINANCE	ENGINEERING	AT&T	08/23 CALNET 3 SVS 9391026390	\$ 120.97
37566	09/26/2023	FINANCE	FACILITIES MAINT	AT&T	08/23 CALNET 3 SVS 9391031564	\$ 13.66
37566	09/26/2023	FINANCE	FACILITIES MAINT	AT&T	08/23 CALNET 3 SVS 9391026394	\$ 28.98
37566	09/26/2023	FINANCE	FINANCE	AT&T	08/23 CALNET 3 SVS 9391031559	\$ 23.23
37566	09/26/2023	FINANCE	FINANCE	AT&T	08/23 CALNET 3 SVS 9391031577	\$ 48.04
37566	09/26/2023	FINANCE	FINANCE	AT&T	08/23 CALNET 3 SVS 9391026390	\$ 95.04
37566	09/26/2023	FINANCE	FIRE	AT&T	08/23 CALNET 3 SVS 9391026402	\$ 26.17
37566	09/26/2023	FINANCE	FLEET MAINT	AT&T	08/23 CALNET 3 SVS 9391031564	\$ 9.11
37566	09/26/2023	FINANCE	FLEET MAINT	AT&T	08/23 CALNET 3 SVS 9391026394	\$ 19.36

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37566	09/26/2023	FINANCE	GRANT OVERSIGHT	AT&T	08/23 CALNET 3 SVS 9391031559	\$ 11.62
37566	09/26/2023	FINANCE	GRANT OVERSIGHT	AT&T	08/23 CALNET 3 SVS 9391031577	\$ 17.47
37566	09/26/2023	FINANCE	GRANT OVERSIGHT	AT&T	08/23 CALNET 3 SVS 9391026390	\$ 34.55
37566	09/26/2023	FINANCE	HR/RISK MGT	AT&T	08/23 CALNET 3 SVS 9391031559	\$ 6.97
37566	09/26/2023	FINANCE	HR/RISK MGT	AT&T	08/23 CALNET 3 SVS 9391031577	\$ 13.08
37566	09/26/2023	FINANCE	HR/RISK MGT	AT&T	08/23 CALNET 3 SVS 9391026390	\$ 25.87
37566	09/26/2023	FINANCE	MEAS K - FIRE	AT&T	09/23 CALNET 3 SVS 9391068734	\$ 50.26
37566	09/26/2023	FINANCE	PLANNING	AT&T	08/23 CALNET 3 SVS 9391031559	\$ 11.62
37566	09/26/2023	FINANCE	PLANNING	AT&T	08/23 CALNET 3 SVS 9391031577	\$ 21.82
37566	09/26/2023	FINANCE	PLANNING	AT&T	08/23 CALNET 3 SVS 9391026390	\$ 43.18
37566	09/26/2023	FINANCE	STREETS	AT&T	08/23 CALNET 3 SVS 9391031564	\$ 22.78
37566	09/26/2023	FINANCE	STREETS	AT&T	08/23 CALNET 3 SVS 9391026394	\$ 48.34
37566	09/26/2023	FINANCE	SEWER OPS	AT&T	08/23 CALNET 3 SVS 9391031564	\$ 15.94
37566	09/26/2023	FINANCE	SEWER OPS	AT&T	08/23 CALNET 3 SVS 9391026394	\$ 33.81
37566	09/26/2023	FINANCE	SOLID WASTE	AT&T	08/23 CALNET 3 SVS 9391031564	\$ 18.25
37566	09/26/2023	FINANCE	SOLID WASTE	AT&T	08/23 CALNET 3 SVS 9391026394	\$ 38.65
37566	09/26/2023	FINANCE	SR CITIZEN COMM	AT&T	08/23 CALNET 3 SVS 9391026403	\$ 27.41
37566	09/26/2023	FINANCE	SR CITIZEN COMM	AT&T	08/23 CALNET 3 SVS 9391026395	\$ 26.15
37566	09/26/2023	FINANCE	UB - GARBAGE	AT&T	08/23 CALNET 3 SVS 9391031564	\$ 4.55
37566	09/26/2023	FINANCE	UB - GARBAGE	AT&T	08/23 CALNET 3 SVS 9391026394	\$ 9.66
37566	09/26/2023	FINANCE	UB - GARBAGE	AT&T	08/23 CALNET 3 SVS 9391031559	\$ 6.18
37566	09/26/2023	FINANCE	UB - GARBAGE	AT&T	08/23 CALNET 3 SVS 9391031577	\$ 14.17
37566	09/26/2023	FINANCE	UB - GARBAGE	AT&T	08/23 CALNET 3 SVS 9391026390	\$ 28.08
37566	09/26/2023	FINANCE	UB - SEWER	AT&T	08/23 CALNET 3 SVS 9391031564	\$ 4.55
37566	09/26/2023	FINANCE	UB - SEWER	AT&T	08/23 CALNET 3 SVS 9391026394	\$ 9.66
37566	09/26/2023	FINANCE	UB - SEWER	AT&T	08/23 CALNET 3 SVS 9391031559	\$ 6.20
37566	09/26/2023	FINANCE	UB - SEWER	AT&T	08/23 CALNET 3 SVS 9391031577	\$ 14.19
37566	09/26/2023	FINANCE	UB - SEWER	AT&T	08/23 CALNET 3 SVS 9391026390	\$ 28.07
37566	09/26/2023	FINANCE	UB - WATER	AT&T	08/23 CALNET 3 SVS 9391026393	\$ 79.29
37566	09/26/2023	FINANCE	UB - WATER	AT&T	08/23 CALNET 3 SVS 9391031564	\$ 9.12
37566	09/26/2023	FINANCE	UB - WATER	AT&T	08/23 CALNET 3 SVS 9391026394	\$ 19.36
37566	09/26/2023	FINANCE	UB - WATER	AT&T	08/23 CALNET 3 SVS 9391031559	\$ 12.39
37566	09/26/2023	FINANCE	UB - WATER	AT&T	08/23 CALNET 3 SVS 9391031577	\$ 28.44
37566	09/26/2023	FINANCE	UB - WATER	AT&T	08/23 CALNET 3 SVS 9391026390	\$ 56.26
37566	09/26/2023	FINANCE	WATER OPS	AT&T	08/23 CALNET 3 SVS 9391031564	\$ 20.49
37566	09/26/2023	FINANCE	WATER OPS	AT&T	08/23 CALNET 3 SVS 9391026394	\$ 43.48
37566	09/26/2023	FINANCE	WATER QUALITY CONTROL	AT&T	08/23 CALNET 3 SVS 9391031564	\$ 9.11
37566	09/26/2023	FINANCE	WATER QUALITY CONTROL	AT&T	08/23 CALNET 3 SVS 9391026394	\$ 19.36
37566	09/26/2023	FINANCE	WWTP	AT&T	08/23 CALNET 3 SVS 9391031564	\$ 13.66
37566	09/26/2023	FINANCE	WWTP	AT&T	08/23 CALNET 3 SVS 9391026394	\$ 28.98
37566	09/26/2023	FINANCE	CITY MANAGER	AT&T	08/23 CALNET 3 SVS 9391031559	\$ 9.29
37566	09/26/2023	FINANCE	CITY MANAGER	AT&T	08/23 CALNET 3 SVS 9391031577	\$ 8.72
37566	09/26/2023	FINANCE	CITY MANAGER	AT&T	08/23 CALNET 3 SVS 9391026390	\$ 17.25
37566	09/26/2023	FINANCE	PURCHASING	AT&T	08/23 CALNET 3 SVS 9391031564	\$ 13.66

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37566	09/26/2023	FINANCE	PURCHASING	AT&T	08/23 CALNET 3 SVS 9391026394	\$ 28.98
37566	09/26/2023	FINANCE	PD OPS	AT&T	08/23 CALNET 3 SVS 9391059143	\$ 2,502.21
37566	09/26/2023	FINANCE	PD OPS	AT&T	08/23 CALNET 3 SVS 9391031579	\$ 291.00
37566	09/26/2023	FINANCE	PD OPS	AT&T	08/23 CALNET 3 SVS 9391026411	\$ 156.27
37566	09/26/2023	FINANCE	PD OPS	AT&T	08/23 CALNET 3 SVS 9391031561	\$ 154.88
37567	09/26/2023	FINANCE	AQUATICS PROGRM	AT&T	08/23 CALNET 3 SVS 9391026397	\$ 24.61
37567	09/26/2023	FINANCE	SR CITIZEN COMM	AT&T	08/23 CALNET 3 SVS 9391026398	\$ 24.67
37567	09/26/2023	FINANCE	SR CITIZEN COMM	AT&T	08/23 CALNET 3 SVS 9391026389	\$ 26.15
37567	09/26/2023	FINANCE	PD OPS	AT&T	08/23 CALNET 3 SVS 9391026401	\$ 24.67
37568	09/26/2023	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	07/23 PLOTTER LEASE - ENGINEERING	\$ 121.00
37568	09/26/2023	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	LATE CHARGE - ENGINEERING	\$ 9.50
37568	09/26/2023	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	08/23 PLOTTER LEASE - ENGINEERING	\$ 121.00
37568	09/26/2023	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	ANNUAL COPIER LEASE - ENGINEERING	\$ 1,456.00
37568	09/26/2023	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	09/23 PLOTTER LEASE - ENGINEERING	\$ 121.00
37569	09/26/2023	HR	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	08/23 LIVESCAN/FINGERPRINTS APPS	\$ 160.00
37569	09/26/2023	HR	MUSD AFTER SCHOOL PROGRAM	CA DEPARTMENT OF JUSTICE	08/23 LIVESCAN/FINGERPRINTS APPS	\$ 544.00
37570	09/26/2023	HR	AIRPORT OPS	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 8,053.29
37570	09/26/2023	HR	ANIMAL CONTROL	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 8.43
37570	09/26/2023	HR	AQUATICS PROGRM	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 299.71
37570	09/26/2023	HR	BUILDING	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 133.25
37570	09/26/2023	HR	CENTRAL ADMIN	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 12,227.65
37570	09/26/2023	HR	CODE ENF	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 306.76
37570	09/26/2023	HR	COMM & REC	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 8,324.57
37570	09/26/2023	HR	DRAINAGE	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 28,628.28
37570	09/26/2023	HR	ENGINEERING	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 9,873.72
37570	09/26/2023	HR	FACILITIES MAINT	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 1,192.57
37570	09/26/2023	HR	FIRE	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 11,239.42
37570	09/26/2023	HR	FLEET MAINT	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 929.09
37570	09/26/2023	HR	FLEET MOTOR POOL	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 434.22
37570	09/26/2023	HR	GRAFFITI ABATE	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 196.04
37570	09/26/2023	HR	LMD SERVICES	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 80.91
37570	09/26/2023	HR	PARKS	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 24,391.26
37570	09/26/2023	HR	PAYROLL TRUST	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 386,400.00
37570	09/26/2023	HR	STREETS	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 16,097.14
37570	09/26/2023	HR	SEWER OPS	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 17,112.42
37570	09/26/2023	HR	SOLID WASTE	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 1,042.21
37570	09/26/2023	HR	TRANS - FIXED	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 5,131.01
37570	09/26/2023	HR	WATER OPS	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 5,625.50
37570	09/26/2023	HR	WATER QUALITY CONTROL	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 167.98
37570	09/26/2023	HR	WWTP	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 36,875.22
37570	09/26/2023	HR	PD OPS	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 78,701.01
37570	09/26/2023	HR	SUCCESSOR AGENCY ADMIN	CSJVRMA	2ND QTR DEPOSITS FY 23/24	\$ 283.34
37571	09/26/2023	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	08/23 BILLING	\$ 2,576.44
37571	09/26/2023	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	09/23 NEWSLETTER	\$ 339.09

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37571	09/26/2023	UB - WATER	UB - SEWER	DATAPROSE, LLC	08/23 BILLING	\$ 2,576.44
37571	09/26/2023	UB - WATER	UB - SEWER	DATAPROSE, LLC	09/23 NEWSLETTER	\$ 339.09
37571	09/26/2023	UB - WATER	UB - WATER	DATAPROSE, LLC	08/23 BILLING	\$ 5,152.87
37571	09/26/2023	UB - WATER	UB - WATER	DATAPROSE, LLC	09/23 NEWSLETTER	\$ 678.19
37572	09/26/2023	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 09/01/23-09/15/23	\$ 11,950.00
37573	09/26/2023	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES - MPOA	\$ 418.00
37573	09/26/2023	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES - CALPERS IDR	\$ 722.50
37573	09/26/2023	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES - INVESTIGATION	\$ 297.50
37574	09/26/2023	UB - WATER	WATER CONSERV	CITY OF MADERA	TOILET REBATE - 6725001	\$ 100.00
37574	09/26/2023	UB - WATER	WATER CONSERV	CITY OF MADERA	MULCH & DELIVERY REBATE - 6725001	\$ 175.00
37574	09/26/2023	UB - WATER	WATER CONSERV	CITY OF MADERA	MULCH REBATE - 9921153	\$ 62.70
37575	09/26/2023	FLEET MAINT	TRANS - FIXED	MIDSTATE AUTOMOTIVE EQUIPMENT	HUNTER TRUCK CONE KIT FOR BALANCER	\$ 296.86
37576	09/26/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/23 SERVICE 1598348280-1	\$ 68.87
37576	09/26/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/23 SERVICE 5225647713-5	\$ 14.29
37576	09/26/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/23 SERVICE 5207933925-6	\$ 56.75
37576	09/26/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/23 SERVICE 9787342989-4	\$ 135.15
37576	09/26/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/23 SERVICE 1013877191-9	\$ 5.18
37576	09/26/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/23 SERVICE 1715785853-5	\$ 2,263.81
37576	09/26/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	08/23 SERVICE 8675479583-8	\$ 51.34
37576	09/26/2023	FINANCE	ZONE 34B ACTIVITIES	PACIFIC GAS & ELECTRIC	08/23 SERVICE 0443905948-8	\$ 0.47
37576	09/26/2023	FINANCE	ZONE 39 ACTIVITIES	PACIFIC GAS & ELECTRIC	08/23 SERVICE 6948316261-1	\$ 19.38
37577	09/26/2023	GRANTS	MADERA TRANSIT CENTER	TECH. MASTER PEST MANAGEMENT	SQUIRREL CONTROL - MADERA TRANSIT CENTER	\$ 150.00
37578	09/26/2023	PARKS ADMIN	PARKS	WEST COAST ARBORISTS, INC.	STREET TREE MAINTENANCE 07/17/23-07/31/23	\$ 2,400.00
37578	09/26/2023	PARKS ADMIN	PARKS	WEST COAST ARBORISTS, INC.	STREET TREE MAINTENANCE 08/01/23-08/15/23	\$ 40,500.00
37578	09/26/2023	PARKS ADMIN	PARKS	WEST COAST ARBORISTS, INC.	STREET TREE MAINTENANCE 08/16/23-08/31/23	\$ 10,800.00
37579	09/26/2023	WATER OPS	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE TR-2315 - 5461002	\$ 1,320.00
37580	09/26/2023	ENGINEERING	SEWER NEW REQ	BOND ENCROACH	IVEYWOOD/PECAN SEWER LINE REIMBURSEMENT	\$ 73,201.84
37580	09/26/2023	ENGINEERING	SEWER SE QUAD U/A	BOND ENCROACH	IVEYWOOD/PECAN SEWER LINE REIMBURSEMENT	\$ 61,292.00
37580	09/26/2023	ENGINEERING	SEWER SW QUAD U/A	BOND ENCROACH	IVEYWOOD/PECAN SEWER LINE REIMBURSEMENT	\$ 66,308.00
37581	09/26/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000276	\$ 170.23
37582	09/26/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923009	\$ 112.06
37583	09/26/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922115	\$ 93.36
37584	09/26/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 8716262	\$ 43.76
37585	09/26/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9913279	\$ 227.95
37586	09/26/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923461	\$ 200.92
37587	09/26/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9914830	\$ 558.70
37588	09/26/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9910817	\$ 74.33
37589	09/26/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9893304	\$ 71.28
37590	09/26/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TRANSFER TO MUNIS ACCT AS PMT	\$ 158.29
37591	09/26/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922296	\$ 75.82
37592	09/26/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9902450	\$ 56.07
37593	09/26/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9915824	\$ 168.48
37594	09/26/2023	UB - WATER	DRAINAGE OPS	OTP- UB REFUNDS	UB TERM REFUND 9910072	\$ 16.13
37595	09/26/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 7058058	\$ 62.43

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37596	09/26/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9909872	\$ 280.10
37597	09/26/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923535	\$ 101.63
37598	10/03/2023	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMPORARY SENIOR ENGINEER	\$ 2,800.00
37599	10/03/2023	FLEET MAINT	FLEET MAINT	HERITAGE-CRYSTAL CLEAN, INC.	PARTS WASHER SERVICE - 30 GALLON COMS AQUEOUS	\$ 585.35
37600	10/03/2023	ENGINEERING	WATER CAPITAL OUTLAY	CAROLLO ENGINEERS, INC	DESIGN SERVICES - JULY 2023	\$ 3,455.50
37600	10/03/2023	ENGINEERING	WATER CAPITAL OUTLAY	CAROLLO ENGINEERS, INC	DESIGN SERVICES - AUGUST 2023	\$ 1,926.00
37601	10/03/2023	RECREATION	SPORTS PROGRAMS	J & D MANUFACTURING	TINY TIKES FOOTBALL SHIRTS	\$ 253.31
37601	10/03/2023	RECREATION	SPORTS PROGRAMS	J & D MANUFACTURING	ADULT BASEBALL CHAMPION PRIZES	\$ 148.41
37601	10/03/2023	RECREATION	SPORTS PROGRAMS	J & D MANUFACTURING	ADULT BASEBALL CHAMPION SHIRTS	\$ 148.41
37601	10/03/2023	RECREATION	SPORTS PROGRAMS	J & D MANUFACTURING	YOUTH FLAG FOOTBALL SHIRTS	\$ 919.31
37601	10/03/2023	RECREATION	SPORTS PROGRAMS	J & D MANUFACTURING	SPECIAL NEEDS SOCCER SHIRTS	\$ 87.35
37602	10/03/2023	PARKS	PARKING DIST OPS	ELITE MAINT AND TREE SERVICE	09/23 DOWNTOWN MAINTENANCE GROUP 1	\$ 509.60
37602	10/03/2023	PARKS	PARKS	ELITE MAINT AND TREE SERVICE	09/23 NON-MEDIAN MAINTENANCE GROUP 2	\$ 5,678.40
37602	10/03/2023	MEDIAN LANDSCAPE	MEDIAN LANDS	ELITE MAINT AND TREE SERVICE	09/23 MEDIAN MAINTENANCE GROUP 3	\$ 12,560.80
37603	10/03/2023	FINANCE	MEAS K - FIRE	HINDERLITER, DE LLAMAS AND ASSOCIATES	1ST QTR FY 23/24 TRANSACTION TAX	\$ 300.00
37603	10/03/2023	FINANCE	MEAS K - PD	HINDERLITER, DE LLAMAS AND ASSOCIATES	1ST QTR FY 23/24 TRANSACTION TAX	\$ 300.00
37604	10/03/2023	PURCHASING	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 469.33
37604	10/03/2023	PURCHASING	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 206.39
37604	10/03/2023	PURCHASING	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 275.11
37604	10/03/2023	PURCHASING	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 1,385.62
37604	10/03/2023	PURCHASING	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 232.92
37604	10/03/2023	PURCHASING	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 280.86
37604	10/03/2023	PURCHASING	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 140.19
37604	10/03/2023	PURCHASING	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 592.09
37604	10/03/2023	PURCHASING	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 3,887.00
37604	10/03/2023	PURCHASING	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 1,369.18
37604	10/03/2023	PURCHASING	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 986.32
37604	10/03/2023	PURCHASING	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 2,385.61
37604	10/03/2023	PURCHASING	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 3,847.73
37604	10/03/2023	PURCHASING	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 3,500.87
37604	10/03/2023	PURCHASING	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 2,547.05
37604	10/03/2023	PURCHASING	WATER QUALITY CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 238.48
37604	10/03/2023	PURCHASING	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 143.74
37604	10/03/2023	PURCHASING	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 09/01/23 - 09/15/23	\$ 9,244.73
37605	10/03/2023	FLEET MAINT	TRANS - FIXED	ALPHA EMPIRE AUTO GROUP, INC.	PARTS FOR BUS #50	\$ 1,463.36
37606	10/03/2023	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	FRESNO RIVER LITTER ABATEMENT 06/23	\$ 6,325.00
37607	10/03/2023	AIRPORT OPS	AIRPORT OPS	SERGIO MARTINEZ-OROSCO	OUT OF POCKET EXPENSE REIMB-ACA 2023 FALL CONF	\$ 496.09
37608	10/03/2023	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	JULY 2023 PEST CONTROL SERVICES	\$ 39.00
37608	10/03/2023	PW ADMIN	AIRPORT OPS	EAGLESHIELD PEST CONTROL	AUGUST 2023 PEST CONTROL SERVICES	\$ 39.00
37608	10/03/2023	PW ADMIN	CENTRAL ADMIN	EAGLESHIELD PEST CONTROL	JULY 2023 PEST CONTROL SERVICES	\$ 39.00
37608	10/03/2023	PW ADMIN	CENTRAL ADMIN	EAGLESHIELD PEST CONTROL	AUGUST 2023 PEST CONTROL SERVICES	\$ 39.00
37608	10/03/2023	PW ADMIN	COMM & REC	EAGLESHIELD PEST CONTROL	JULY 2023 PEST CONTROL SERVICES	\$ 351.00
37608	10/03/2023	PW ADMIN	COMM & REC	EAGLESHIELD PEST CONTROL	AUGUST 2023 PEST CONTROL SERVICES	\$ 351.00
37608	10/03/2023	PW ADMIN	ENGINEERING	EAGLESHIELD PEST CONTROL	JULY 2023 PEST CONTROL SERVICES	\$ 78.00

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37608	10/03/2023	PW ADMIN	ENGINEERING	EAGLESHIELD PEST CONTROL	AUGUST 2023 PEST CONTROL SERVICES	\$ 78.00
37608	10/03/2023	PW ADMIN	FIRE	EAGLESHIELD PEST CONTROL	JULY 2023 PEST CONTROL SERVICES	\$ 117.00
37608	10/03/2023	PW ADMIN	FIRE	EAGLESHIELD PEST CONTROL	AUGUST 2023 PEST CONTROL SERVICES	\$ 117.00
37608	10/03/2023	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	JULY 2023 PEST CONTROL SERVICES	\$ 78.00
37608	10/03/2023	PW ADMIN	INTERMODAL BLDG	EAGLESHIELD PEST CONTROL	AUGUST 2023 PEST CONTROL SERVICES	\$ 78.00
37608	10/03/2023	PW ADMIN	PARKS	EAGLESHIELD PEST CONTROL	JULY 2023 PEST CONTROL SERVICES	\$ 78.00
37608	10/03/2023	PW ADMIN	PARKS	EAGLESHIELD PEST CONTROL	AUGUST 2023 PEST CONTROL SERVICES	\$ 78.00
37608	10/03/2023	PW ADMIN	SEWER OPS	EAGLESHIELD PEST CONTROL	JULY 2023 PEST CONTROL SERVICES	\$ 19.50
37608	10/03/2023	PW ADMIN	SEWER OPS	EAGLESHIELD PEST CONTROL	AUGUST 2023 PEST CONTROL SERVICES	\$ 19.50
37608	10/03/2023	PW ADMIN	WATER OPS	EAGLESHIELD PEST CONTROL	JUNE 30 2023 PEST CONTROL SERVICES	\$ 931.00
37608	10/03/2023	PW ADMIN	WATER OPS	EAGLESHIELD PEST CONTROL	JULY 2023 PEST CONTROL SERVICES	\$ 19.50
37608	10/03/2023	PW ADMIN	WATER OPS	EAGLESHIELD PEST CONTROL	AUGUST 2023 PEST CONTROL SERVICES	\$ 19.50
37608	10/03/2023	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	JULY 2023 PEST CONTROL SERVICES	\$ 39.00
37608	10/03/2023	PW ADMIN	WWTP	EAGLESHIELD PEST CONTROL	AUGUST 2023 PEST CONTROL SERVICES	\$ 39.00
37608	10/03/2023	PW ADMIN	PD OPS	EAGLESHIELD PEST CONTROL	JULY 2023 PEST CONTROL SERVICES	\$ 39.00
37608	10/03/2023	PW ADMIN	PD OPS	EAGLESHIELD PEST CONTROL	AUGUST 2023 PEST CONTROL SERVICES	\$ 39.00
37609	10/03/2023	PD OPS	PD OPS	CODY LUGINBILL	VEST REIMBURSEMENT PER MOU	\$ 275.00
37610	10/03/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 1,131.00
37611	10/03/2023	FLEET MAINT	TRANS - FIXED	A-Z BUS SALES, INC.	128" 6 GROOVE BELT	\$ 148.09
37611	10/03/2023	FLEET MAINT	TRANS - FIXED	A-Z BUS SALES, INC.	6 RIB 121" BELT	\$ 315.95
37612	10/03/2023	FINANCE	SEWER OPS	AT&T	09/23 CALNET 3 SERVICE 9391031570	\$ 196.20
37612	10/03/2023	FINANCE	PD OPS	AT&T	09/23 CALNET 3 SERVICE 9391020514	\$ 154.88
37613	10/03/2023	FINANCE	FINANCE	AMERICAN BUSINESS MACHINES	BUSINESS LICENSE TONER	\$ 638.22
37614	10/03/2023	PD OPS	PD OPS	ARNOLD, JOSIAH	PER DIEM - IACP CONFERENCE	\$ 370.00
37615	10/03/2023	FINANCE	DEBT SVC FUND/SA	THE BANK OF NEW YORK MELLON TRUST CO, NA	RDA TAX ALLOCATION REF BONDS SERIES 2018B	\$ 1,500.00
37616	10/03/2023	FACILITIES	FACILITIES MAINT	CA DEPARTMENT OF TRANSPORTATION	CAL-TRANS SHARED COST FOR PG&E	\$ 8,053.33
37618	10/03/2023	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE 11/22	\$ 90.89
37618	10/03/2023	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE 11/22	\$ 56.55
37618	10/03/2023	PURCHASING	CODE ENF	CANON FINANCIAL SERVICES	COPIER LEASE 11/22	\$ 285.51
37618	10/03/2023	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE 11/22	\$ 482.38
37618	10/03/2023	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE 11/22	\$ 56.55
37618	10/03/2023	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE 11/22	\$ 189.29
37618	10/03/2023	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 11/22	\$ 47.22
37618	10/03/2023	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE 11/22	\$ 47.22
37618	10/03/2023	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE 11/22	\$ 56.55
37618	10/03/2023	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE 11/22	\$ 56.55
37618	10/03/2023	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 11/22	\$ 47.22
37619	10/03/2023	PD OPS	PD OPS	CHIARAMONTE, GIACHINO	PER DIEM - IACP CONFERENCE	\$ 370.00
37620	10/03/2023	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 09/29/2023 PAYROLL	\$ 911.08
37621	10/03/2023	FINANCE	COMPUTER MAINT	COMCAST	10/23 SERVICE 8155500320322006	\$ 92.88
37622	10/03/2023	FLEET ACQUISITION	FLEET ACQUISITION	FOLSOM LAKE FORD	2023 EXPLORER-POLICE INTERCEPTOR UTILITY	\$ 160,785.06
37623	10/03/2023	SEWER OPS	SEWER OPS	HAAKER EQUIPMENT CO.	CONSUMABLES FOR JET RUDDER	\$ 389.70
37624	10/03/2023	WATER OPS	WATER CONSERV	CITY OF MADERA	TOILET REBATE X2 - 9895728	\$ 200.00
37624	10/03/2023	WATER OPS	WATER CONSERV	CITY OF MADERA	HOSE FAUCET TIMER REBATE - 9892547	\$ 33.06

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37624	10/03/2023	WATER OPS	WATER CONSERV	CITY OF MADERA	TOILET & INSTALLATION REBATE X2 - 2731002	\$ 400.00
37625	10/03/2023	FINANCE	GENERAL FUND	MADERA COUNTY AUDITOR	3RD & 4TH QTR FY 21/22 SALES TAX	\$ 191,916.42
37626	10/03/2023	ENGINEERING	MEAS T - RTP	MADERA TRIBUNE	TS-23, 24, & 32 ADVERTISEMENT #00026018	\$ 799.50
37626	10/03/2023	HR	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT - ADMINISTRATIVE ASSISTANT	\$ 83.60
37626	10/03/2023	HR	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT - COMPUTER TECHNICIAN	\$ 72.20
37626	10/03/2023	HR	HR/RISK MGT	MADERA TRIBUNE	JOB ADVERTISEMENT - NETWORK ADMINISTRATOR	\$ 95.00
37626	10/03/2023	PLANNING	PLANNING	MADERA TRIBUNE	ADVERTISEMENT - 6402 PUBLIC HEARING	\$ 292.50
37627	10/03/2023	PLANNING	GENERAL TRUST	WILLDAN FINANCIAL SERVICES	MADERA CFD 2005-1 ANNEXATION #14	\$ 3,500.00
37628	10/03/2023	FINANCE	CFD 2005-1 CITY-WIDE SERVICES	WILLDAN FINANCIAL SERVICES	1ST QTR FY 23/24 CFD 2005-1 & 2006-1	\$ 2,555.89
37628	10/03/2023	FINANCE	CFD 2005-1 CITY-WIDE SERVICES	WILLDAN FINANCIAL SERVICES	2ND QTR FY 23/24 CFD 2005-1 & 2006-1	\$ 1,830.76
37628	10/03/2023	FINANCE	CFD 2006-1 KB HOME	WILLDAN FINANCIAL SERVICES	1ST QTR FY 23/24 CFD 2005-1 & 2006-1	\$ 1,140.54
37628	10/03/2023	FINANCE	CFD 2006-1 KB HOME	WILLDAN FINANCIAL SERVICES	2ND QTR FY 23/24 CFD 2005-1 & 2006-1	\$ 1,019.81
37629	10/03/2023	ENGINEERING	AFFORDABLE HOUSING	O'DELL ENGINEERING, INC.	DESIGN SVS 08/23 - SIDEWALK IMPROVEMENTS	\$ 5,563.75
37630	10/03/2023	BUILDING	BUILDING	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - PRINTER INK TONER	\$ 633.88
37630	10/03/2023	BUILDING	BUILDING	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - OFFICE CHAIR	\$ 281.44
37630	10/03/2023	BUILDING	BUILDING	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - SELF-INK STAMPS	\$ 188.29
37630	10/03/2023	BUILDING	BUILDING	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - STAPLER & STAPLER REMOVER	\$ 99.51
37631	10/03/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/23 SERVICE 3819620697-3	\$ 123.96
37631	10/03/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3819620697-3	\$ 140.35
37631	10/03/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	08/23 SERVICE 8307681856-2	\$ 554.41
37631	10/03/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	09/23 SERVICE 8307681856-2	\$ 729.27
37631	10/03/2023	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	08/23 SERVICE 2000655655-7	\$ 2,998.88
37631	10/03/2023	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	09/23 SERVICE 2000655655-7	\$ 2,616.10
37631	10/03/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/23 SERVICE 3642526071-2	\$ 55.43
37631	10/03/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/23 SERVICE 7949615676-5	\$ 17.75
37631	10/03/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 1619119913-8	\$ 114.81
37631	10/03/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 6690755760-8	\$ 102.36
37631	10/03/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3642526071-2	\$ 65.85
37631	10/03/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 8178280304-3	\$ 193.45
37631	10/03/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 1013877191-9	\$ 15.58
37631	10/03/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 7949615676-5	\$ 19.87
37631	10/03/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	08/23 SERVICE 9651992016-7	\$ 160.58
37631	10/03/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	08/23 SERVICE 9172110863-6	\$ 12,935.37
37631	10/03/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9651992016-7	\$ 184.62
37631	10/03/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 9172110863-6	\$ 13,541.97
37631	10/03/2023	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	08/23 SERVICE 1902328695-8	\$ 23.82
37631	10/03/2023	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	09/23 SERVICE 1902328695-8	\$ 24.64
37632	10/03/2023	ENGINEERING	RSTP - FED EX	PETERS ENGINEERING GROUP	TRAFFIC SIGNAL DESIGN SERVICES SHERWOOD/LAKE	\$ 34,295.00
37633	10/03/2023	FACILITIES	FACILITIES MAINT	PLATT ELECTRIC SUPPLY, INC.	STREET LIGHTS	\$ 5,169.91
37634	10/03/2023	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 09/29/23 PAYROLL	\$ 25.00
37635	10/03/2023	FACILITIES	FACILITIES MAINT	TESCO CONTROLS, INC.	TRAFFIC SIGNAL INVERTER	\$ 1,840.25
37636	10/03/2023	ENGINEERING	MEAS T - RTP	TJKM TRANSPORTATION CONSULTANTS	TRAFFIC IMPACT STUDY - AUGUST 2023	\$ 5,125.00
37637	10/03/2023	PD OPS	MEAS K - PD	TRUKKI, MARK	PER DIEM - IACP CONFERENCE	\$ 370.00
37638	10/03/2023	HR	COMPUTER MAINT	TYLER TECHNOLOGIES INC.	TYLER LICENSING FEES	\$ 97,382.44

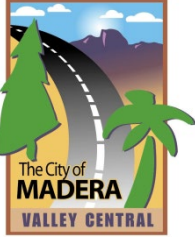
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37638	10/03/2023	INFO SERVICES	COMPUTER MAINT	TYLER TECHNOLOGIES INC.	TYLER FORMS MODIFICATION	\$ 350.00
37639	10/03/2023	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/23-09/10/23	\$ 103.92
37639	10/03/2023	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/23-09/10/23	\$ 38.01
37639	10/03/2023	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/23-09/10/23	\$ 51.96
37639	10/03/2023	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/23-09/10/23	\$ 152.04
37639	10/03/2023	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/23-09/10/23	\$ 1.66
37639	10/03/2023	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/23-09/10/23	\$ 38.01
37639	10/03/2023	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/23-09/10/23	\$ 1.66
37639	10/03/2023	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/23-09/10/23	\$ 51.96
37639	10/03/2023	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/23-09/10/23	\$ 14.02
37639	10/03/2023	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/23-09/10/23	\$ 1.66
37639	10/03/2023	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/23-09/10/23	\$ 1.66
37639	10/03/2023	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/23-09/10/23	\$ 143.93
37639	10/03/2023	FINANCE	WATER QUALITY CONTROL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/23-09/10/23	\$ 38.01
37639	10/03/2023	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/23-09/10/23	\$ 75.65
37639	10/03/2023	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/23-09/10/23	\$ 494.29
37640	10/03/2023	PD OPS	PD OPS	WEBSTER, NICHOLAS	PER DIEM - SLI SESSION #5	\$ 258.75
37641	10/03/2023	PARKS ADMIN	PARKS	WEST COAST ARBORISTS, INC.	CITY WIDE TREE TRIMMING 09/01/23-09/15/23	\$ 10,800.00
37642	10/03/2023	ENGINEERING	WATER CAPITAL OUTLAY	YAMABE & HORN ENGINEERING	PROFESSIONAL FEES - ASSISTANT SURVEYOR II	\$ 1,750.00
37643	10/03/2023	WATER OPS	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE TR-23-17	\$ 2,000.00
37644	10/03/2023	UB - WATER	WATER UTILITY	OTP- UB REFUNDS	ACCOUNT 10000675 CLOSURE REFUND	\$ 46.76
37645	10/13/2023	PD OPS	PD OPS	KER'S GAS & LUBE, INC.	07/23 PD CAR WASHES	\$ 395.00
37645	10/13/2023	PD OPS	PD OPS	KER'S GAS & LUBE, INC.	06/23 PD CAR WASHES	\$ 560.00
37646	10/13/2023	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMP SERVICES - ENGINEERING	\$ 2,800.00
37647	10/13/2023	PD OPS	ANIMAL CONTROL	5.11, INC	UNIFORM ACCESSORIES	\$ 460.49
37648	10/13/2023	PD OPS	PD OPS	RAUL R. HERRERA JR.	POLYGRAPHS	\$ 750.00
37649	10/13/2023	PD OPS	PD OPS	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - PD	\$ 75.78
37650	10/13/2023	PD OPS	MEAS K - PD	TIM J LAW	EMPLOYMENT BACKGROUND	\$ 2,800.00
37651	10/13/2023	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES - JULY 2023	\$ 4,000.00
37651	10/13/2023	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES - AUGUST 2023	\$ 4,000.00
37651	10/13/2023	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES - SEPT 2023	\$ 4,000.00
37651	10/13/2023	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES - OCTOBER 2023	\$ 4,000.00
37652	10/13/2023	PD OPS	PD OPS	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	\$ 368.00
37653	10/13/2023	PD OPS	PD OPS	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	\$ 72.45
37654	10/13/2023	CITY CLERK	PURCHASING	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL	\$ 7.80
37655	10/13/2023	PD OPS	PD OPS	CV FORENSIC NURSING SPECIALISTS	VICTIM EXAM - 23M-06243	\$ 1,000.00
37656	10/13/2023	PARKS	PARKING DIST OPS	ELITE MAINT AND TREE SERVICE	03/23 DOWNTOWN MAINTENANCE GROUP 1	\$ 509.60
37656	10/13/2023	PARKS	PARKS	ELITE MAINT AND TREE SERVICE	03/23 NON-MEDIAN MAINTENANCE GROUP 2	\$ 5,678.40
37656	10/13/2023	PARKS	MEDIAN LANDS	ELITE MAINT AND TREE SERVICE	03/23 MEDIAN MAINTENANCE GROUP 3	\$ 12,560.80
37657	10/13/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 09/01/23-09/15/23	\$ 710.25
37658	10/13/2023	HR	HR/RISK MGT	SIJ HOLDINGS LLC	RECRUITMENT ADS	\$ 1,600.00
37659	10/13/2023	ENGINEERING	MEAS K - PD	THE MADERA MAIL DROP	PLOTTER PRINTING	\$ 307.86
37660	10/13/2023	PD OPS	PD OPS	LAW DOG K9	K9 VENDOR TRAINING	\$ 300.00
37661	10/13/2023	PARKS ADMIN	SR CITIZEN COMM	JANET MACIEL	SENIOR EXPO SERVICES	\$ 300.00

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37662	10/13/2023	PD OPS	PD OPS	CINTAS CORPORATION	MEDICAL SUPPLIES	\$ 182.61
37663	10/13/2023	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	FRESNO RIVER LITTER ABATEMENT	\$ 18,975.00
37664	10/13/2023	FACILITIES	COMM & REC	EAGLESHIELD PEST CONTROL	BIRD ABATEMENT - JWYC	\$ 14,950.00
37664	10/13/2023	FACILITIES	FIRE	EAGLESHIELD PEST CONTROL	BEEHIVE REMOVAL	\$ 1,200.00
37665	10/13/2023	PD OPS	MEAS K - PD	NATIONAL BUSINESS FURNITURE LLC	FURNITURE FOR PD	\$ 14,768.24
37666	10/13/2023	BUILDING	BUILDING	JOSE MORALES	PER DIEM - CALBO EDUCATION WEEK	\$ 167.50
37667	10/13/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	\$ 570.00
37667	10/13/2023	WATER QUALITY	WATER QUALITY CONTROL	DELLAVALLE LABORATORY,INC.	QUARTERLY MONITORING	\$ 1,454.00
37668	10/13/2023	FLEET MAINT	TRANS - FIXED	A-Z BUS SALES, INC.	AIR SPRING SERVICE KIT	\$ 874.18
37669	10/13/2023	PD OPS	PD OPS	AT&T	08/23 CALNET 3 SERVICE 9391031566	\$ 154.88
37669	10/13/2023	PD OPS	PD OPS	AT&T	08/23 CALNET 3 SERVICE 9391031578	\$ 166.39
37669	10/13/2023	PD OPS	PD OPS	AT&T	09/23 CALNET 3 SERVICE 9391064552	\$ 284.97
37670	10/13/2023	ENGINEERING	LTF - STREETS	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SERVICES	\$ 5,353.00
37670	10/13/2023	ENGINEERING	MEAS T - ENVIRO	BLAIR CHURCH & FLYNN	PROFESSIONAL ENGINEERING SERVICES	\$ 4,554.00
37671	10/13/2023	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	07/23 BLOOD ALCOHOL ANALYSIS	\$ 1,330.00
37671	10/13/2023	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	08/23 MISCELLANEOUS SERVICES	\$ 324.00
37671	10/13/2023	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	08/23 BLOOD ALCOHOL ANALYSIS	\$ 1,260.00
37672	10/13/2023	FINANCE	GENERAL FUND	DIVISION OF THE STATE ARCHITECT	SB DSA 796 QTR 1 FY 23/24	\$ 956.80
37673	10/13/2023	PD OPS	MEAS K - PD	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT EXAM	\$ 1,800.00
37674	10/13/2023	FINANCE	BUILDING	DEPARTMENT OF CONSERVATION	1ST QTR 23/24 SMIP FEE REPORTING	\$ (65.21)
37674	10/13/2023	FINANCE	GENERAL FUND	DEPARTMENT OF CONSERVATION	1ST QTR 23/24 SMIP FEE REPORTING	\$ 1,304.21
37675	10/13/2023	PD OPS	MEAS K - PD	CEDAR VETERINARY HOSPITAL, INC	VETERINARY SERVICES - GUSTAV	\$ 999.09
37676	10/13/2023	PD OPS	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 08/23	\$ 87.50
37676	10/13/2023	PD OPS	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 08/23	\$ 21.88
37676	10/13/2023	PD OPS	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 08/23	\$ 21.88
37676	10/13/2023	PD OPS	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 08/23 REALQUEST SERVICES 08/23	\$ 43.74
37677	10/13/2023	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	\$ 36.00
37677	10/13/2023	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING - PANAM	\$ 432.00
37677	10/13/2023	PARKS ADMIN	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - JWYC	\$ 336.00
37678	10/13/2023	SEWER OPS	SEWER OPS	HAAKER EQUIPMENT CO.	HOSE FOR VACTOR	\$ 893.06
37679	10/13/2023	FIRE	FIRE	HI-TECH EMERGENCY VEHICLE SERVICE INC	OILLESS PRIMING PUMP	\$ 1,222.70
37680	10/13/2023	PD OPS	ANIMAL CONTROL	MADERA COUNTY ANIMAL SERVICES	VET EXAM & EUTHANASIA	\$ 162.10
37681	10/13/2023	ENGINEERING	LTF - STREETS	MADERA COUNTY	AMTRAK STATION 50/50 MAINTENANCE AGREEMENT	\$ 135.81
37682	10/13/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-030-001-000	\$ 1,364.32
37682	10/13/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-030-002-000	\$ 1,324.76
37682	10/13/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-030-003-000	\$ 642.12
37682	10/13/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-030-005-000	\$ 1,320.06
37682	10/13/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-030-011-000	\$ 442.98
37682	10/13/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-030-012-000	\$ 258.36
37682	10/13/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-030-014-000	\$ 214.36
37682	10/13/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-030-016-000	\$ 689.76
37682	10/13/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-030-017-000	\$ 4,295.40
37682	10/13/2023	PW ADMIN	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2023 PROPERTY TAX APN - 013-030-018-000	\$ 176.82
37683	10/13/2023	FINANCE	MADERA DOWNTOWN BID	MADERA DOWNTOWN ASSOC.	FY 23/24 QTR # 1 ASSESSMENTS	\$ 4,496.97

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37684	10/13/2023	PARKS ADMIN	CCLP GRANT	MADERA TRIBUNE	REQUEST FOR BID - 202324-07	\$ 1,556.10
37685	10/13/2023	PD OPS	ANIMAL CONTROL	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	\$ 29.17
37685	10/13/2023	PD OPS	MEAS K - PD	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	\$ 5,252.29
37685	10/13/2023	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	\$ 4,094.87
37686	10/13/2023	ENGINEERING	LTF - STREETS	NATIONAL DATA & SURVEYING SERVICES	TRAFFIC COUNTS - OWENS & ADELL	\$ 795.00
37687	10/13/2023	PD OPS	PD OPS	OCCU-MED, LTD.	EXAM SERVICES	\$ 3,910.00
37688	10/13/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	08/23 SERVICE 8126770647-1	\$ 330.02
37688	10/13/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 8126770647-1	\$ 336.54
37688	10/13/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 97.51
37688	10/13/2023	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 1,889.05
37688	10/13/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 3,477.67
37688	10/13/2023	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 1,007.86
37688	10/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/23 SERVICE 7928098441-4	\$ 44.89
37688	10/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 7928098441-4	\$ 54.59
37688	10/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/23 SERVICE 3352588453-3	\$ 140.21
37688	10/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/23 SERVICE 3499945233-6	\$ 101.66
37688	10/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	08/23 SERVICE 5237156686-1	\$ 38.94
37688	10/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3352588453-3	\$ 159.79
37688	10/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3499945233-6	\$ 104.02
37688	10/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 5237156686-1	\$ 43.16
37688	10/13/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 32,661.88
37688	10/13/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	09/23 SERVICE 2173157566-4	\$ 2,704.05
37688	10/13/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 2,022.54
37688	10/13/2023	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 1,438.32
37688	10/13/2023	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 64.70
37688	10/13/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 8788837242-9	\$ 10.94
37688	10/13/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 6,650.32
37688	10/13/2023	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 3,291.84
37688	10/13/2023	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 347.96
37688	10/13/2023	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 83.11
37688	10/13/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 210,008.89
37688	10/13/2023	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 110.68
37688	10/13/2023	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 10.26
37688	10/13/2023	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 30.74
37688	10/13/2023	FINANCE	ZONE 20B ACTIVITIES	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 21.89
37688	10/13/2023	FINANCE	ZONE 27B ACTIVITIES	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 11.07
37688	10/13/2023	FINANCE	ZONE 2 ACTIVITIES	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 54.05
37688	10/13/2023	FINANCE	ZONE 3 ACTIVITIES	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 40.57
37688	10/13/2023	FINANCE	ZONE 31B ACTIVITIES	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 30.74
37688	10/13/2023	FINANCE	ZONE 4 ACTIVITIES	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 10.18
37688	10/13/2023	FINANCE	ZONE 6A ACTIVITIES	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 68.39
37688	10/13/2023	FINANCE	ZONE 29C ACTIVITIES	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 11.23
37688	10/13/2023	FINANCE	ZONE 8 ACTIVITIES	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 70.89
37688	10/13/2023	FINANCE	ZONE 16 ACTIVITIES	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 23.39

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37688	10/13/2023	FINANCE	ZONE 13 ACTIVITIES	PACIFIC GAS & ELECTRIC	09/23 SERVICE 3533032414-2	\$ 152.90
37688	10/13/2023	PARKS ADMIN	PROP 68 GRANT	PACIFIC GAS & ELECTRIC	JAMES TAUBERT PARK ELECTRICAL APP	\$ 3,000.00
37689	10/13/2023	WATER OPS	WATER OPS	SJVAPCD	ANNUAL PERMIT WELL #38	\$ 616.52
37690	10/13/2023	ENGINEERING	FAU CMAQ	SEAL RITE PAVING	ASPHALT PAVING	\$ 240,616.12
37690	10/13/2023	ENGINEERING	MEAS T - ENVIRO	SEAL RITE PAVING	ASPHALT PAVING	\$ 31,174.36
37691	10/13/2023	ENGINEERING	MEAS T - RTP	TJKM TRANSPORTATION CONSULTANTS	TRAFFIC IMPACT STUDY - JULY 23	\$ 5,395.00
37692	10/13/2023	PD OPS	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 08/23	\$ 252.40
37693	10/13/2023	PLANNING	PLANNING	BLDING/PLAN REFNDS	CANCELLED PERMIT - NOT NEEDED	\$ 2,924.25
37694	10/13/2023	PLANNING	PLANNING	BLDING/PLAN REFNDS	CANCELLED PERMIT - NOT NEEDED	\$ 1,237.50
37695	10/13/2023	FINANCE	CODE ENF	BL REFUNDS	BUSINESS LICENSE REFUND - 54986	\$ 25.00
37695	10/13/2023	FINANCE	GENERAL FUND	BL REFUNDS	BUSINESS LICENSE REFUND - 54986	\$ 50.00
37695	10/13/2023	FINANCE	PD OPS	BL REFUNDS	BUSINESS LICENSE REFUND - 54986	\$ 42.00
37696	10/13/2023	FINANCE	GENERAL FUND	BL REFUNDS	BUSINESS LICENSE REFUND - 54978	\$ 400.00
37697	10/13/2023	FINANCE	CODE ENF	BL REFUNDS	BUSINESS LICENSE REFUND - 54985	\$ 25.00
37697	10/13/2023	FINANCE	GENERAL FUND	BL REFUNDS	BUSINESS LICENSE REFUND - 54985	\$ 50.00
37697	10/13/2023	FINANCE	PD OPS	BL REFUNDS	BUSINESS LICENSE REFUND - 54985	\$ 42.00
37698	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	\$ 50.00
37699	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND	\$ 50.00
37699	10/13/2023	PARKS ADMIN	PARKS	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND	\$ 115.00
37700	10/13/2023	PARKS ADMIN	CALTRANS GRANT	OTP- PARKS REFUNDS	CALTRANS GRANT - ARTISTS STIPENDS	\$ 250.00
37701	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - MCNALLY SHELTER	\$ 50.00
37702	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	\$ 50.00
37703	10/13/2023	PARKS ADMIN	CALTRANS GRANT	OTP- PARKS REFUNDS	CALTRANS GRANT - ARTISTS STIPENDS	\$ 250.00
37704	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
37705	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
37706	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
37707	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	\$ 50.00
37708	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	\$ 50.00
37709	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
37710	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PICNIC AREA 1	\$ 50.00
37711	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
37712	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
37713	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	\$ 50.00
37714	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
37715	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
37716	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
37717	10/13/2023	PARKS ADMIN	CALTRANS GRANT	OTP- PARKS REFUNDS	CALTRANS GRANT - ARTISTS STIPENDS	\$ 250.00
37718	10/13/2023	PARKS ADMIN	SPORTS PROGRAMS	OTP- PARKS REFUNDS	ACTIVITY CANCELLATION REFUND	\$ 60.00
37719	10/13/2023	PARKS ADMIN	CALTRANS GRANT	OTP- PARKS REFUNDS	CALTRANS GRANT - ARTISTS STIPENDS	\$ 250.00
37720	10/13/2023	PARKS ADMIN	CALTRANS GRANT	OTP- PARKS REFUNDS	CALTRANS GRANT - ARTISTS STIPENDS	\$ 250.00
37721	10/13/2023	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
37722	10/13/2023	PARKS ADMIN	CALTRANS GRANT	OTP- PARKS REFUNDS	CALTRANS GRANT - ARTISTS STIPENDS	\$ 250.00
37723	10/13/2023	PARKS ADMIN	CALTRANS GRANT	OTP- PARKS REFUNDS	CALTRANS GRANT - ARTISTS STIPENDS	\$ 250.00
37724	10/13/2023	PARKS ADMIN	CALTRANS GRANT	OTP- PARKS REFUNDS	CALTRANS GRANT - ARTISTS STIPENDS	\$ 250.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
37725	10/13/2023	PARKS ADMIN	CALTRANS GRANT	OTP- PARKS REFUNDS	CALTRANS GRANT - ARTISTS STIPENDS	\$ 250.00
37726	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 6686052	\$ 1,663.49
37727	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9899359	\$ 72.97
37728	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919059	\$ 14.56
37729	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9913617	\$ 222.11
37730	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9905414	\$ 195.63
37731	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916671	\$ 118.31
37732	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9926211	\$ 96.79
37733	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9894586	\$ 193.86
37734	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9914166	\$ 267.12
37735	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9153107	\$ 12.81
37736	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919355	\$ 127.86
37737	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923326	\$ 152.42
37738	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925246	\$ 81.13
37739	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9909134	\$ 253.44
37740	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919732	\$ 119.45
37741	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000462	\$ 144.47
37742	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 4475002	\$ 153.26
37743	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000473	\$ 172.52
37744	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000820	\$ 142.35
37745	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9907856	\$ 11.21
37746	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924240	\$ 93.76
37747	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9914149	\$ 73.34
37748	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9915817	\$ 128.59
37749	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000680	\$ 127.72
37750	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9920068	\$ 84.39
37751	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922421	\$ 148.15
37752	10/13/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916598	\$ 85.74
<b>BANK #1 - US BANK GENERAL ACCOUNT TOTAL</b>						<b>\$ 2,378,415.12</b>



## REPORT TO CITY COUNCIL

Approved by:

*Michael Lima*

Michael Lima, Director of Financial Services

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

Council Meeting of: November 1, 2023

Agenda Number: B-3

### SUBJECT:

Piggyback purchase agreements for Fleet Division-related purchases

### RECOMMENDATION:

Adopt a Resolution approving Sourcewell piggyback agreements for the purchase of a flail mower from Municipal Maintenance Equipment for \$71,221.54; a track loader from Pape Machinery for \$113,532.68; a mulching head from Pape Machinery for \$36,649.57; a dump truck from PB Loader for \$190,251.83; a dump truck from PB Loader for \$222,863.73; two Police Interceptors from National Auto Fleet Group for \$111,585.54, and a \$1,731.83 change order for a previously approved purchase of a Ford F-150 pickup.

### SUMMARY:

Appropriations for several pieces of equipment were included in the Fiscal Year (FY) 2023/24 Adopted Budget for the Fleet Replacement Program (Org Unit 3070-1250), which Council approved on August 24, 2023. Included were three pieces of equipment for the Clean and Safe Team (CST): a flail mower, a track loader, and a mulching head. Two dump trucks are being requested while the Police Department proposes substituting two Ford Police Interceptors with Dodge Durango Police vehicles approved earlier this fiscal year. Finally, a change order is required for a truck whose purchase was approved last fiscal year. Staff recommends that the City utilize the piggyback process to purchase the above-stated equipment. As the price for the CST equipment is above what was budgeted, an appropriations amendment is needed to fund the requested purchases.

### DISCUSSION:

Council approved Ordinance 996 C.S. on December 21, 2022, which amended the City's Municipal Code by adding Title II, Section 4 - Purchasing Procedures. This section allows the City to utilize piggyback purchasing procedures through the Procurement Services Manager to purchase supplies, equipment, or services without completing the City's bidding or proposal process. A

piggyback contract can be executed via another entity’s agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of a competitive bidding process, that the competitive bidding process used and all terms and conditions are substantially the same as those used by the City, and that the competitive bidding process and terms and conditions contain a clause allowing piggybacking by other public agencies.

The Fleet Division purchases various commodities throughout the year for its daily operations, including vehicles, equipment, miscellaneous goods, and services. Because of the variety and quantity of procurements made by Fleet, the division is a natural fit to utilize the piggyback procurement process.

In this instance, staff recommends using the Soucewell piggyback purchase agreement to purchase a Tiger boom flail mower, John Deere compact track loader, and mulching head. The CST will use this equipment for river cleanup and other projects within the City.

Due to continuing supply chain issues, Ford is limiting the production of Police Interceptor vehicles. Council approved the purchase of five Police Interceptor vehicles with Resolution No.23-155 on the 6<sup>th</sup> of September, 2023. As the patrol units are a critical part of the Police Department’s activities, staff proposes substituting two approved Ford Interceptors with Police Dodge Durango’s. This substitution is an effort to help mitigate any order shortages by introducing alternative suppliers into the fleet.

Also, a change order for the F-150 pickup truck on Purchase Order 3022-0305 is needed. This vehicle piggyback was approved by Council with Resolution 23-65 adopted on the 17<sup>th</sup> of May 2023. After placing the order, Ford notified the dealer that orders with the 3.3L V6 engine and standard tires needed to switch to alternatives due to engine unavailability and limited tire availability, thus necessitating a change order. These company-specified changes resulted in a price increase of \$1,731.83.

Finally, a replacement 5-yard dump truck for the Sewer Division and a 10-yard replacement dump truck for the Streets Division are also recommended for purchase through the Soucewell piggyback contract. Table 1 provides a summary of this item.

<b>Table 1: Summary of equipment per this item</b>		
<b>Equipment</b>	<b>Department</b>	<b>New or replacement of existing equipment?</b>
Flail mower	Safe & Clean Team	New
Track loader	Safe & Clean Team	New
Mulching head	Safe & Clean Team	New
5-yard dump truck	Sewer Division	Replacement
10-yard dump truck	Streets Division	Replacement
2 Police Dodge Interceptors	Police Department	New
1/2 Ton pickup	Police Department	Replacement

**FINANCIAL IMPACT:**

The purchases under the recommended cooperative purchase agreement will be made from the Fleet Acquisition Program (Org 3070-1250). Additional funds above the original fiscal year budget amount for purchasing the compact track loader and mulching head come from the Measure K Fire Fund via a Budget Amendment included in this agenda item. During the budget adoption process, staff recommended utilizing Measure K-Fire funds given that the equipment will primarily be used in the Fresno River to mow dry weeds to prevent fires. Since the City took an aggressive approach to weed abatement in the river, the City experienced a significant reduction in fires. Table 1 summarizes the additional funds needed for the CST purchases.

<b>Table 2: Additional funds needed for the CST equipment; source of funds is Measure K - Fire*</b>			
<b>Item</b>	<b>Budget</b>	<b>Quote</b>	<b>Difference</b>
Tiger Flail Mower	\$75,000	\$71,222	\$3,778
Track Loader	\$96,000	\$113,533	(\$17,533)
Mulching Head	\$25,000	\$36,650	(\$11,650)
		<b>Total</b>	<b>(\$25,404)</b>
*Figures rounded to the nearest dollar			

Additional funds for the Police F-150 change order will come from savings on the Police Blazer purchase previously approved with Resolution No. 23-155 adopted by Council on September 6, 2023. Funds for the dump trucks are already appropriated in the Sewer and Streets budgets.

**ALTERNATIVES:**

As an alternative, Council may direct staff to prepare a Request for Proposals (RFP) to solicit quotes from vendors per item or issue an RFP per item. Either scenario, while feasible, would require staff resources with no certainty that the prices obtained through this alternative process would be better than those obtained through piggybacking. Council may also reject the Budget Amendment which would result in insufficient funds being available for the purchases of the Tiger boom flail mower, John Deere compact track loader, and the mulching head.

**ATTACHMENTS:**

1. Resolution approving Sourcewell piggyback purchases and change order
2. Budget Amendment
3. Sourcewell Contract with Tiger Corp
4. Sourcewell Contract with John Deer (Pape Machinery)
5. Sourcewell Contract with National Auto Fleet Group
6. Sourcewell Contract with PB Loader

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING SOURCEWELL PIGGYBACK AGREEMENT FOR THE PURCHASE OF TWO POLICE INTERCEPTORS, TWO DUMP TRUCKS, A TIGER BOOM FLAIL MOWER, A COMPACT TRACK LOADER, A MULCHING HEAD, AND A CHANGE ORDER ADJUSTING THE PRICE ON A PREVIOUSLY APPROVED FORD F-150 PURCHASE**

**WHEREAS**, a piggyback contract can be executed via another entity's agreement when the items or services have already been bid by other governmental agencies or special cooperative agreements, provided such contracts are the result of competitive bidding, and that the competitive bidding process used and all terms and conditions are substantially the same as the City's competitive bidding process and terms and conditions; and

**WHEREAS**, the City Council ("Council") approved Ordinance 996 C.S. on December 21, 2022, which added Title II Section 4 Purchasing Procedures to City's Municipal Code; and

**WHEREAS**, Ordinance 996 C.S. allows the City to utilize piggyback purchasing procedures to purchase supplies, equipment, or services without completing the City's bidding or proposal process, from any supplier who offers the goods or services at the same or better price, terms, and/or conditions as the supplier previously offered to another public; and

**WHEREAS**, staff has conducted a due diligence and determined that a piggyback purchase through Sourcewell best meets the City's interests.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA** does hereby resolve, find, and order as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The Council finds that the use of piggyback purchases per the City's Municipal Code, Title II, Section 4 - Purchasing Procedures is appropriate, and is in the best interest of the City.
3. The Council approves the Sourcewell piggyback agreements for purchase of the following:
  - a. Tiger Boom Flail Mower from Municipal Maintenance Equipment in the amount of \$71,221.54
  - b. John Deere 333G Compact Track Loader from Pape Machinery in the amount of \$113,532.68
  - c. John Deere MH60D Mulching Head from Pape Machinery in the amount of \$36,649.57
  - d. Two Police Dodge Durangos from National Auto Fleet Group in the amount of \$111,585.54
  - e. Change order for 2023 F-150 from National Auto Fleet Group in the amount of \$1,731.83

- f. 5-yard Dump Truck from PB Loader in the amount of \$190,251.83
  - g. 10-yard Dump Truck from PB Loader in the amount of \$222,863.73
4. The City Manager is authorized to enter into agreements(s) for each of the items listed above, consistent with the material terms of the Soucewell agreements and California law, and subject to approval as to legal form by the City Attorney.
  5. The budget amendment for \$25,404 is approved. The Director of Financial Services is directed to adjust the City's FY 2023/24 budget in the amount of the approved amendment.
  6. This Resolution shall take effect immediately upon its adoption.

\* \* \*

**BUDGET AMENDMENT**

**CITY OF MADERA FISCAL YEAR 2023/24 BUDGET APPROPRIATION  
FOR SAFE & CLEAN TEAM EQUIPMENT PURCHASES**

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<b><u>MEASURE K - FIRE</u></b>					
1026	10262500	4900	Budgetary Carryover		\$ (25,404)
1026	10262500	7000	Vehicles and Equipment	\$ 25,404	
<b>TOTALS</b>				<b>\$ 25,404</b>	<b>\$ (25,404)</b>

**Solicitation Number: RFP #070821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tiger Corporation, 3301 N. Louise Ave., Sioux Falls, SD 57107 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Road Right-of-Way Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 9, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Tiger Corporation

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 8/6/2021 | 7:33 AM CDT

DocuSigned by:  
*Shawn Cleary*  
By: E514F861F63F4DF...  
Shawn Cleary  
Title: President  
Date: 8/5/2021 | 11:53 AM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 8/6/2021 | 7:37 AM CDT

# RFP 070821 - Road Right-of-Way Maintenance Equipment

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## Vendor Details

Company Name: Tiger Corporation  
3301 North Louise Ave  
Address: SIOUX FALLS, South Dakota 57107  
Contact: Dave Burkhart  
Email: dburkhart@tigermowers.com  
Phone: 605-261-8133  
Fax: 605-261-8133  
HST#: 88-0329653

## Submission Details

Created On: Tuesday May 18, 2021 09:56:30  
Submitted On: Friday July 02, 2021 12:33:20  
Submitted By: Dave Burkhart  
Email: dburkhart@tigermowers.com  
Transaction #: e89231b6-b4b1-41f5-a03b-596eab16c601  
Submitter's IP Address: 96.2.247.178

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Tiger Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Tiger Corporation
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Tiger Corporation
4	Proposer Physical Address:	3301 N.Louise Ave. Sioux Falls, SD 57107
5	Proposer website address (or addresses):	www.tigermowers.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Shawn Cleary, President of Tiger Corporation, 3301 N. Louise Ave Sioux Falls, SD 57107, scleary@tigermowers.com, 605-731-0404
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dave Burkhart, Marketing Coordinator, 3301 N. Louise Ave. Sioux Falls, SD 57107, dburkhart@tigermowers.com, 605-373-0447
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	John Peters, National Sales Manager, 3301 N. Louise Ave. Sioux Falls, SD 57107, jpeters@tigermowers.com, 605-373-0439

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Tiger Corporation was founded in 1968 with a simple idea, engineer and manufacture the best industrial strength road side mowers and roadway attachments for tractors and trucks. We have developed a complete line of high-quality mowing equipment. Tiger has an extensive Authorized Dealer network with 260 locations, trained to sell and support, our products in the North American market. Tiger is a proud member of, and a wholly-owned subsidiary of Alamo Group Inc. Founded in 1969, Alamo Group Inc. (NYSE: ALG) is a leader in the design, manufacture, distribution, and service of high-quality equipment for governmental, agricultural, and contractor/custom mowing markets. Alamo Group products include truck and tractor mounted mowing and other vegetation maintenance equipment, street sweepers, snow removal equipment, excavators, vacuum trucks, other industrial equipment, agricultural implements, and related after-market parts and services. Alamo Group's corporate headquarters is located in Seguin, Texas. Our 33 Alamo Group member companies are located throughout Australia, Europe, North America, and South America. The Company operates two separate business divisions, namely, the Industrial Division and the Agricultural Division.</p> <p>Tiger's Core Values:</p> <ol style="list-style-type: none"> <li>1. Teamwork- Creating great working relationships and innovative customer solutions for a productive work environment through respect, appreciation, and open communication.</li> <li>2. Quality Products - We are committed to the highest standards of excellence in all phases of our business by using the best quality materials, demonstrating professionalism, providing the best service, and focusing on safety for our employees, dealers, and customers.</li> <li>3. Positive Relationships - Maintain open and active relationships with our customers to provide the best service while always seeking to establish new relationships to grow our network and increase sales.</li> </ol> <p>Tiger's business philosophy and Vision - To be the leader in the industrial mowing market. To provide innovative solutions, with high quality, user-friendly equipment, to solve the challenges of right of way/roadside mowing. Tiger's goal is to exceed our customers' expectations leveraging our extensive North American dealer network, by providing the best parts and service available today.</p>

10	What are your company's expectations in the event of an award?	In the last 4 years of being on the Sourcewell contract, 25% of Tigers' total sales have been generated from the Sourcewell contract. We are excited about having this contract as a key resource to leverage the growth of the Tiger brand and increase sales in North America, and bring the best value to Sourcewell members. Our team at Tiger Corporation looks forward to the continued benefits of using the Sourcewell contract. Many of our customers have stated that using the Sourcewell contract has streamlined their procurement process and has ensured that their governmental entity will receive a quality product for a competitive price. The Sales team at Tiger believes we will continue to grow our sales exponentially by continuing to leverage the Sourcewell contract. We believe the Sourcewell name is synonymous with strength and quality suppliers and provides customers with a contract that is easy to use. We look forward to continued growth if we are chosen to continue on this contract for another 4 years.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Tiger Corporation is a wholly owned subsidiary of Alamo Group Inc., and does not publish individual company financial records. Attached in the Financial Strength and Stability Documents section are the following reports. 2020 Alamo Group Annual Report and 2021, 1st Quarter Financial Report. Also included are the Dunn & Bradstreet report, and credit references for Tiger Corporation.	*
12	What is your US market share for the solutions that you are proposing?	Tiger and its Authorized Dealer network, commands a 30% market share in the markets we participate in. Unfortunately, AEM does not track market share for industrial mowing equipment. Based on our 53 years of proven performance in the right of way roadside mowing market and the extrapolation of known sales we have on record within our CRM and in our business system, we believe our market share is as accurate as can be determined.	*
13	What is your Canadian market share for the solutions that you are proposing?	Our estimated market share in Canada is 7%. We are not satisfied with our current level of sales and we believe there is significant opportunity in the prairie provinces of Alberta, Saskatchewan, and Manitoba. We recently added a new dealer in Ontario and they are growing our sales significantly in Ontario and Quebec. Here at Tiger, we see nothing but opportunity and growth in Canada. We look forward to partnering with Sourcewell and Rural Municipalities of Alberta to continue to grow our sales. Due to Covid-19 travel restrictions between the United States and Canada, we were not able to continue our travels and prospecting for new/additional dealers in Canada in 2020. As soon as travel restrictions are lifted, we plan to continue our focused efforts in growing our dealer network in Canada.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Tiger Corporation has never been the subject of any bankruptcy action. There will not be any risk of bankruptcy in the foreseeable future with the financial strength of Alamo Group (corporate). As an Alamo Group company, we have sufficient resources to support our capital investments at our factory or financial operational needs as a company.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Tiger is a manufacturing company that maintains a field sales staff that supports over 57 dealer organizations with 260 locations that cover the US and Canadian market areas. Tiger authorized dealers are the key, and responsible for selling directly to City, County, State, and Federal government agencies and servicing products from these local dealership locations. Tiger's has a total of 14 employees that are directly involved in the day to day activities of selling and supporting our products and provide support to our dealer channel. Tiger's authorized dealers are also agricultural, municipal, and construction equipment dealers, with brick and mortar locations throughout North America. Our dealers offer world-class solutions to governmental customers, agricultural producers, and the contractor segment of the market. Our diverse dealer network is a strength of Tiger Corporation as it helps us gain additional brand awareness in three distinct markets (Municipal, Agricultural, and Construction customers).	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Tiger Corporation manufactures all of its products to adhere to all specifications of the SAE, ASAE, and ANSI Standards of Industrial Mowing Equipment. These standards assure the customer and the public that Tiger equipment provides the highest degree of safety and durability. The testing is third-party tested to industry standards. One of our team members in our Engineering Department is a Registered Engineer (PE) that plays an integral part in our product development process. This individual has been with our company for over 25 years. In addition, we have 4 other team members in our engineering department that are continually working on value-added solutions to bring to the market and to enhance our current product line of right-of-way mowing equipment.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None to report. Not Applicable.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Alamo Group Companies were recognized as one of the top 100 ethical companies by Forbes in 2014, proving to our customers that they are working with a company that will treat them fairly and honestly. Tiger has received many safety awards, including the 2019 Safety Excellence Award for Zero injuries by Alamo Group Corporate Safety team, and was also awarded the South Dakota Governors' Workplace safety award for 2015, 2016, 2017, 2018, 2019, and 2020.
19	What percentage of your sales are to the governmental sector in the past three years	An average of 90% of Tiger sales are to Governmental entities.
20	What percentage of your sales are to the education sector in the past three years	Since our products are mainly industrial mowing equipment approximately 5% annually of our sales are to educational entities and school districts.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Alabama State Contract = \$1,301,493 Arizona=\$312,792 Iowa State Contract = \$90,030 Kentucky State Contract = \$2,045,184 Minnesota State Contract = \$199,875 Oklahoma State Contract = \$57,490 Ohio State Contract= \$1,585,125 Pennsylvania State Contract = \$5,668,895 TX Buy Board = \$5,009,967 Washington (State) = \$1,591,458
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Tiger does not hold a GSA contract, although our business partner EKA and associates offers Tiger products on their GSA contract. Sales volume for three years to EKA have been \$ 1,097,926.

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Milwaukee County, Wisconsin	John Blonien Fleet Director	(414) 257-6575
Henry Miller Reclamation District (California)	Adam Coronado District Superintendent	209-587-1198
City of Spartanburg, SC	Johnny Ravan Roads & Bridges Manager	864-415-6846

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
State of West Virginia- Middletown Tractor	Government	West Virginia - WV	Tractor and Boom mower turnkey units with Rotary cutter heads, mulcher heads.	42 Units total in 2020	1.4 Million
State of Kentucky	Government	Kentucky - KY	Boom mowers with Rotary and Flail cutter heads, side Rotary mowers, side Flail mowers. Rear Flail mowers and Pull behind rotary mowers.	28 orders total in 2020	\$1.9 Million
PAMAC	Government	Pennsylvania - PA	Boom mowers with Rotary and Flail cutter heads, side Rotary mowers, side Flail mowers. Rear Flail mowers and Pull behind rotary mowers. Wildkat boom mowers, ditchers and mulching heads.	27 orders total in 2020	\$1.85 Million
Texas Buy Board	Government	Texas - TX	Boom mowers with Rotary and Flail cutter heads, side Rotary mowers, side Flail mowers. Rear Flail mowers and Pull behind rotary mowers. Wildkat boom mowers, ditchers and mulching heads.	37 orders total in 2020	\$1.7 Million
Ohio DOT	Government	Ohio - OH	Tractor and mower turnkey units with rotary and flail cutter heads. Ditchers.	22 orders total in 2020	\$1.6 Million

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Tiger's sales force consists of 6 Tiger Territory Sales Managers, 1 National Sales Manager, 1 sales support person, 2 service support people, 1 parts support person, 1 order fulfillment support person and 260 dealer locations to sell and support our products in North America.
26	Dealer network or other distribution methods.	Tiger has 57 Authorized Dealer organizations, which have 260 locations for the United States and Canada. Tiger Authorized Dealers call on and work with the vegetation management needs of the city, county, and state governmental entities in their assigned areas. Tiger Dealers have dedicated Governmental Specialists (salespeople), that spend 100% of their time on sales, product and customer support, and marketing of our products. Tiger employees have attended several H2O vendor programs in the last few years and have grown in knowledge from networking with other Sourcwell vendors and from the help of our Sourcwell representative.
27	Service force.	Tiger utilizes a factory-trained service force with our 57 Tiger Authorized Dealers, at their 260 locations. Tiger also has 2 factory product support people supporting our dealers. During the week, we have staff available for product support questions from 7:00 AM to 5:00 PM. If required, we dispatch a mobile technician to travel to our authorized dealers and customers in the field in the support of product concerns or technical issues, if they arise. Our factory technicians have over 100 years of combined experience. Tiger Authorized Dealers have factory trained technicians available on demand for our customers.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Tiger has a dedicated customer service team of 5 people to provide an instant or a same-day response to any customer need. We provide service access by phone, email, facetime, our website, and our dedicated Tiger service center website. Our computer software system logs each call so the customers' issue is documented and can be reviewed by another team member at any time. Customers generally initiate service requirements with our Tiger Authorized Dealers, however, our Customer Service Team will answer any customer-generated call. We also leverage our website <a href="http://www.tigermowers.com">www.tigermowers.com</a> , which allows customers to download various parts and service manuals.
29	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Tiger was awarded a Sourcwell contract 4 years ago and has a proven track record of taking care of the customer from the first phone call to several years after the sale. Tiger understands the responsibility we have every day in representing the Sourcwell name and we take it seriously. We pride ourselves on customer service and treating the customer like we would like to be treated. In this manner, the customer will want to come back for future purchases because they have received a positive ownership experience with our products.
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Tiger is eager to use the Sourcwell contract in the Canadian provinces. We have found that the challenges in vegetation management in Canada are very similar to the challenges in the United States. Tiger has the vast product offering and dealer outlets needed to address the Canadian market.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are dedicated to supporting all the geographic areas of the United States and Canada. Tiger is proud of our strong dealer network along with the 260 locations in North America to support our customers' needs.
32	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Tiger is committed to service all members that are eligible to purchase from the Sourcwell contract. Tiger's extensive North American dealer network enables us to make this commitment.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Tiger has authorized dealers in both Hawaii and Alaska to administer the Sourcwell contract. Tiger reserves the right to sell directly to any US Territory. A modest freight adjustment will be made to cover ocean freight.

**Table 7: Marketing Plan**

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Since being awarded this contract in 2017, Tiger Corporation has enthusiastically promoted the Sourcewell contract. We have used the Sourcewell logo on many of our printed literature pieces, along with ads in several county and municipal advertising pieces. Tiger consistently uses Sourcewell in our Constant Contact emails sent out to over 4000 customers and dealer locations. Upon contract award, Tiger's marketing department will again promote the Sourcewell contact name in all our social media platforms, Constant Contact (email advertising campaign), along with another media blitz on Facebook and LinkedIn. Tiger attends local, regional, and national trade shows to continue to grow Sourcewell contract purchasing, and we proudly display the Sourcewell flags at our booth while attending these shows. Tiger currently has the Sourcewell logo posted on our website at the top of our awarded contract page, so new and existing customers have quick access to the website. We will continue to promote the Sourcewell name because of the high brand recognition along with 25% of Tiger's total sales in the past four years have come from this fantastic contract. Tiger Corporation has seen the value in the Sourcewell contract and will continue to reach out to all our customers to promote Sourcewell. Copy of Tiger Boom Mower Literature with Sourcewell Logo, copy of Awarded Contracts page on Tiger website, and copy of Constant Contact piece using Sourcewell have been uploaded to "Marketing" documents area.
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Tiger has continually promoted Sourcewell on our website along with many print materials and social media websites to show the ease of purchasing Tiger products using the Sourcewell contract. We have designed Sourcewell specific quote sheets to make ordering easy and fast for the customer. Tiger utilizes Salesforce.com for customer database information and uses Constant Contact, Facebook, and LinkedIn, for Tiger's digital marketing. Bi-weekly email blasts are sent to the customer base to allow Tiger and Sourcewell to stay "top of mind" for our customers. Tiger strives to use Facebook on product deliveries, customer training events and promotes the Sourcewell name when possible.
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has offered Tiger many resources and support in our current contract, which we have utilized to promote cooperative buying. Sourcewell's brand recognition has added great value to Tiger and increased the recognition of our brand name in North America. Our sales team utilizes the Sourcewell name and reputation it carries, in print ads, social media, and the many trade shows we attend. Tiger Corporation will continue to use our sales team and dealer network to provide top-of-the-line products, leveraging Sourcewell as the most cost effective way to purchase Tiger products. The Tiger Sales and Marketing Team will continue to design new marketing materials promoting Sourcewell and introduce the Sourcewell contract at every opportunity.
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently, e-procurement is not available on Tiger products. Tiger believes our product line requires hands-on personal service for the sale of products at the customer level. With the wide variety of right-of-way mowing equipment and infinite problems with vegetation management we feel we cannot provide the best customer service with e-procurement at this time. Tiger's products are procured through our Tiger Authorized Dealer network. Tiger works directly with our authorized dealers and customers to give the best customer service to provide the solution to the customer's most difficult problems and exceed the customer's expectations.

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Every Tiger customer is trained on the operation of the specific machine delivered, safety procedures, and maintenance of the equipment purchased. This training is completed at the time of delivery of their Tiger product. Tiger also provides a unique and value-added service, Tiger Mower Operator Safety Training (TMOST), which is available to all customers in the US and Canada and is led by a Tiger certified, OSHA authorized, and National Association of Safety Professionals (NASP) certified Safety Training/Planning Specialist. (This training does have an additional cost). (TMOST) training includes hands-on operations and covers all aspects of mowers and mowing problems and solutions while keeping the operator and the general public safe. This specific training is done onsite at a dealer location and usually is an all-day course.
39	Describe any technological advances that your proposed products or services offer.	Tiger has been a leader in right-of-way roadside mowing equipment and vegetation management equipment for over 53 years. However, even though Tiger was the first company to invent and engineer the patented hydraulic-powered side mount rotary mower, we have not rested on our laurels. One of our newest technological advances has been the introduction of our Boom Positioning system. Precisely engineered to control the boom arm movement from the operator seat with a simple flip of a switch. This puts the boom arm into the rear stow for a perfect fit every time. Tiger has updated and improved our hydraulic mower system to be entirely independent of the tractors' hydraulic system. We have developed an electronic/hydraulic float system (EFS) for our Wildkat boom mowers, which enables the mower head to follow the contour of the ground while mowing. Tiger is the first company to build a boom mower designed to meet the legal transport height and width restrictions when loaded on a trailer, increasing customer safety in transport. Additionally, the design utilizes a unique break-away boom arm to improve the protection of boom components. With new technology and design leading our company and the industry, Tiger has been a leader in the past and will continue to build the best-built mowing products in the future.
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As an Alamo Group company, Tiger Corporation is a strong believer in Environmentally Sustainable practices and being a good steward of our environment. We have implemented a single-stream recycling program throughout our facility. Approximately 4 years ago, we implemented a reusable packaging program where we take our used cardboard boxes, shred them and reuse these for packing parts for shipment to our dealers and customers. We have updated the lighting throughout our facility to utilize (LED Lights) to lower wattage requirements and reduce our electricity needs. A majority of our design process is done with computer modeling, hence reducing the need for paper. Tiger undertook a massive engineering program to design its products to ensure compatibility of our products with Final Tier 4 & Stage 5 agricultural tractor designs, enabling our customers to use the latest technology and to reduce carbon emissions. We have transitioned from using calcium chloride to "Beet Juice" for liquid ballast, this transition providing our customers with an environmentally friendly fluid to add to their tractor tires for weight and stability. Beet Juice or also known as Rim Guard is Non-toxic, bio-degradable, water-soluble and the heaviest non-corrosive liquid ballast on the market! Please see the attached Sustainability Reports which are uploaded to the "Additional Documents Folder."
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Tiger transitioned from using calcium chloride to "Beet Juice" for liquid tire ballast. Beet Juice, also known as Rim Guard is Non-toxic, bio-degradable, water-soluble, and will never corrode tractor rims. Rim Guard SDS Sheets are uploaded to the "Additional Documents Folder." Tiger also uses Mobile Oil EAL 224H on certain model boom mowers. Mobile EAL 224H features and benefits, picture of the label on Mobile EAL 224H Oil Canister, and SDS sheets are uploaded to the "Additional Documents Folder."
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Tiger Corporation is a wholly-owned subsidiary of Alamo Group Inc., a public company listed on the NYSE (ALG) There are no special accreditations for Tiger Corporation at this time.
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	With 53 years in the right-of-way roadside mowing equipment business, we have significant experience in developing, selling, and supporting industrial-strength roadside mowers. As an Alamo Group company, we have a significant number of engineering and product support resources to draw from, along with our strong financial strength. Tiger has a vast product offering within our product portfolio for the Sourcewell member to choose from and to enable them to have a one-stop shopping experience to satisfy their mowing needs. Another key attribute that Tiger provides to the Sourcewell customer is the breadth of our dealer channel with 57 dealer organizations and 260 locations. Tiger offers a sizeable top-of-the-line sales team trained and experienced in government sales. As a result, Tiger has one of the largest dealer organizations reaching and supporting the governmental market. The Tiger mowing system was designed with versatility in mind. Our customers have the ability to interchange several different mowing heads for the same boom mower. We have flail heads, rotary heads, mulching heads, and a ditcher that can be interchanged on the same unit. Our unique frame design allows our customers to change from a side mower to a boom mower in approximately 4 hours or less, reducing the cost of operation and allowing our customers to utilize that specific asset year-round. Tiger is a solutions-focused organization. We take the time to listen to our customers and discuss their mowing and road maintenance needs before ever recommending a product. Tiger believes in world-class customer support and ensuring that each customer is trained on our products after delivery; our field teams and dealers both provide this service.

**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
44	Do your warranties cover all products, parts, and labor?	Yes, Tiger has a 1-year standard warranty on all products. This is listed in the Tiger Standard Warranty Policy that is included in the "Warranty " documents area.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no restrictions to any governmental entities. Tiger works directly with our customers to explain the warranty and what it covers at the time of purchase. Tiger Corporation also offers our customers the opportunity to purchase an extended warranty for up to 5 years.	*
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Tiger will cover transportation costs on a product needed for repair for the first 60 days. Limited coverage for 1 year after purchase. If unique circumstances require assistance, Tiger works with our customers in covering this cost on a case-by-case basis.	*
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Every region in North America will be serviced by a Tiger Authorized Dealer. Service, as well as warranty repair, is provided through the nearest Tiger Authorized Dealer.	*
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties will be covered by Tiger Corporation with the exception of tractor warranties. As a business partner with New Holland, John Deere, and Case IH tractors, these OEM manufacturers provide warranty and product support for all tractor related repairs.	*
49	What are your proposed exchange and return programs and policies?	Depending upon the situation the customer will work directly with the Tiger Authorized Dealer for exchanges and return items. Tiger provides a limited number of rebuilt components and Dealers may return parts and whole goods in new and unused condition for full credit.	*
50	Describe any service contract options for the items included in your proposal.	Tiger offers a one (1) year standard warranty on all products. This factory warranty covers any failure that happens under normal conditions. All Tiger products are eligible to receive an extended warranty, ranging from 1 to 5 years depending upon customer preference. Numerous Tiger dealers will offer service/maintenance programs to the end-users depending upon the customer preference.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
51	Describe your payment terms and accepted payment methods?	Tiger policy allows Net 45 day payment terms. Exceptions can be made to this for special circumstances prior to acceptance of order. Bank Checks, ACH Transfers, and Wire Transfer are accepted as payment options.	*
52	Describe any leasing or financing options available for use by educational or governmental entities.	Tiger Corporation has been working directly with (NCL) Nationals Cooperative Leasing for the last 3 years. When a customer inquires about financing or governmental leases, we refer them to NCL. This relationship has benefited many of our Sourcewell/Tiger customers. NCL sample documents from the Tiger website are uploaded to the "Additional Documents" folder.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Tiger ensures that the ordering process through the Sourcewell Contract is easy and pain-free for the end-user/ customer! Every order will be sent to Tiger Corporation by either the Tiger dealer, Tiger field manager or purchasing entity through email or fax. All purchase orders from the customer are made out to Tiger Corporation. Tiger verifies every Sourcewell order includes the membership number and all appropriate customer information. Next, the order is checked for accuracy & compatibility. Orders are transferred from the individual Sourcewell specific quote sheets and processed by our order fulfillment specialist at our factory. When the order is internally entered into our business system, it is transitioned into a work order in our company manufacturing software for building that specific product for the customer. We create an order code specific to the Sourcewell contract and then enter that information into Tiger's operating business system to assure all orders are tracked accordingly, and quarterly reports are processed in a timely manner for payment to Sourcewell. Once the order is placed in the system, our team is able to track from the first entry in our production system to completion and ship date. Tiger's accounting team, with direction from Tiger management, will track all Sourcewell orders and accrue the fees accordingly. The accounting office will submit the required quarterly reports. Accuracy in record keeping is a key strength of Tiger's accounting team as we manage 23 state contracts as well as supporting our dealers. Per Company policy the customer cannot be billed until the completed unit is delivered and accepted by the customer. Tiger's Authorized Dealer network is educated in the delivery of contract sales and aids in the order processing, delivery, and payment processing, working directly with the customer. In this manner, the customer receives their finished product on time, and Tiger maintains accurate records of the complete order fulfillment process. In summary, Tiger's goal is to ensure an easy ordering process and a positive customer experience for each Sourcewell member that does business with our company. Tiger will ensure accurate record-keeping for all Sourcewell orders and prompt payment of the contract fee.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Tiger uses contractual Sourcewell specific quote sheets that make placing an order simple and effective for our customers and dealers. Just type in the quantity of the product you would like, and the form calculates the discount off of list price and tabulates the total at the bottom of the page. We include the warranty paperwork with every order and a copy of the invoice along with instructions to call Tiger Corporation if there are any questions on the purchase or product itself. A sample quote sheet has been uploaded to the "Marketing Plan Documents."	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Tiger currently does not accept P-cards, only because we have not had the need to do so. Tiger can certainly set up and receive P-cards, and would not charge any additional costs to Sourcewell members. Tiger can and routinely accepts wire transfers and ACH payments for ease of conducting business.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Tiger Corporation has a standard list price on all our products. All Sourcewell members will receive an 18% discount on each line item from Tiger List prices. Prices are FOB destination. Tiger Corporation manufactures and sells side and twin rotary mowers, side, twin, rear, and triple flail mowers, boom mowers with reaches from 18 to 30 feet, along with 15 different attachment heads for these boom mowers. Tiger will supply Sourcewell, the Tiger Authorized Dealer, and the Sourcewell member with a Sourcewell specific interactive quote sheet to order products and a copy of the Sourcewell-Tiger Price List. Sourcewell Price List has been uploaded to the "Pricing Documents" folder.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Tiger will offer an 18% discount on all Tiger List prices. A Sourcewell specific interactive quote sheet is provided for ease of ordering. A copy of the complete Sourcewell-Tiger Quote Sheets has been uploaded to the "Additional Documents" folder.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Tiger offers an additional 2% discount on any order with three (3) units or more on the same order.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Tiger will offer cost plus 12% on material costs and any additional labor charges for any 'sourced', 'open market' or non-standard options, and any applicable freight costs.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Tiger publishes all costs of acquiring a Tiger product in our list price, minus discount. Tiger does not surprise our customers with hidden costs. Once we are assured we have the right piece of equipment to match our customer's needs, all charges are upfront and shown on our quote sheet. All labor and delivery are included in the sales price. When dealer PDI is required, it is added to the specific quote sheet and the cost is listed on the price list.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All Tiger products on the Sourcewell contract are listed freight, FOB Destination in the continental United States. Ocean freight charges will be added on sales to Alaska and Hawaii and external US territories. These additional freight costs will be listed on the Sourcewell specific quote sheet at the time of sale.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Tiger would quote the products FOB Sioux Falls, SD, and would assist in arranging freight and documentation to Alaska, Hawaii, and any other offshore entity. For orders to Canada, Tiger will quote FOB Sioux Falls and arrange to add any additional surcharges, or customs charges to the bottom of our quote sheet for transparency to our customers.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Tiger coordinates all shipments for its products from our facility in Sioux Falls, SD. Delivery can be made to the nearest dealer location or to the customer's location. If a Tiger Dealer receives the goods, they will prep the equipment for delivery and deliver it to the customer location. If goods are shipped to the customer location, the Tiger dealer will schedule a time and date for product walk-around on the operation and key points on safety and daily maintenance of the Tiger product. We are very flexible in our delivery abilities and can accommodate any customer requirements.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcewell pricing is the most cost effective way to procure Tiger Products.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Tiger understands the importance of accurate information on all paperwork and the value of an audit. At each phase of the order process our Tiger team will check and verify all information placed on the Sourcewell specific quote and call the customer if any questions arise. Again when the order moves to the floor to set up ship dates, Tiger will check the order for clarity, and again the customer will be called if there are any questions. All Tiger sales order team members know that compliance to pricing and exact ship to and bill to information is critical. After the sales order has gone through final review, the Tiger accounting department will monitor until ship/invoice is complete and reconcile all payments to the dealer and the Sourcewell fees. A report is written each month by our IT department to accumulate all contract sales, and Sourcewell contract sales would be added to this report. Submittal of fees are paid at the end of each fiscal quarter. Alamo Group has an internal audit team that assists Tiger with the audit procedure to assure that validity and adherence to contract specifics are administered correctly.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Tiger has a fully automated internal computer system and software designed to track and monitor all sales by contract on a monthly basis. Since our awarded contract in 2017, 25% of Tiger's total sales have come from the Sourcewell contract.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Tiger Corporation would propose a 1% fee of total sales through this contract, that would be paid to Sourcewell for facilitating, managing, educating, and promoting this contract.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Tiger Corporation offers a complete line of right-of-way roadside maintenance equipment. Starting with our top-of-the-line Boom Mowers (18 models), roadside shoulder mowers, rotary (5 models), and flail type mowers (6 models). Tiger also manufactures rear mowers (5 models), side shift rear mowers (8 models), along with multiple attachments to meet all our customer's needs.</p> <p>Tigers' boom mowers have reaches that extend from 13' to 30' in lengths. Our most popular boom cutter heads are the rotary and flail heads. These heads come in several sizes and offer multiple cutter knife combinations. We also have several different boom head attachments like the ditcher head, mulching head, sweeper head, 48" saw blade, Snow Panther snow blower head, excavator head, and JCB hydradig head, to name a few.</p> <p>Tiger manufactures a very efficient roadside shoulder mower for the industrial market. These rotary mowers are offered in either 60" or 72" cutting widths, with several blades to choose from, providing a flexible working solution for the customer. These models are also available in a twin configuration, which gives the customer a more expansive mowing capacity.</p> <p>One of Tigers' top-selling attachments is the Ditcher. With a 22" diameter cutting width, the Tiger rotary ditcher can move large amounts of dirt and mud from existing ditches or can cut a new path to create water flow and erosion control. This head is built with three heat-treated, self-sharpening, replaceable blades and wear plates.</p> <p>Tiger's flail mowers are offered as a single side, twin, rear, or triple flail configuration. Our flail mowers are some of the most durable and best-built mowers in the industry. We also offer a full line of 3 point flail mowers and pull-type triple flail mowers.</p> <p>Tiger offers rear rotary mowers that have cutting widths from 6' to 20'. An option to the rear rotary mower is the Offset Hitch which allows the tractor to remain on the road while the mower is entirely in the ditch. This provides operator safety and comfort to mow steep ditches without the tractor leaving the road.</p> <p>A Tiger exclusive innovation is the TruckKat. Tiger developed a boom mower that attaches directly to the modified truck bed of a Ford F550 or M2 Freightliner, turning the truck into a mobile boom-type cutting machine. This machine can travel at road speeds and then stop and change over to a right-of-way mowing machine cutting grass and brush up to 6" in diameter.</p> <p>Tiger has also designed a RailKut model, similar to the Truckat equipped with rail gear. The RailKut will provide an easy solution for efficient vegetation management of rail roads throughout North America.</p> <p>Tiger has developed an independent engine-driven boom mower that attaches to popular wheel loader models. This concept provides a solution to increase the customers' wheel loader utilization, making the loader a productive year-round piece of equipment. Flexibility and interchangeability are a solution for budget-conscious entities.</p> <p>The Tiger WET KUT system can be added to any rotary or flail cutting head, transforming a standard cutting head into a total vegetation maintenance machine. With a precision application of herbicide to any plant or shrub, while mowing, vegetation can be chemically controlled.</p> <p>One of Tiger's many tractor attachments is the Claw. This patented piece of equipment reclaims lost material from being washed away from the roadside edge. The disc gang action of the 22" boron steel blades provides a system to recover lost shoulder material from the ditch, pulling gravel and sand back up on the roadway to use again for clean driving surfaces.</p> <p>Interchangeability is a feature Tiger integrates into a number of our mowing systems. Product interchangeability enables the customer to purchase one tractor with multiple mowing systems. This solution solves the problem of numerous mowing challenges with one purchase, saving the customer money.</p> <p>Tiger is a business partner with New Holland, John Deere, and Case IH tractor Companies. These relationships allow us to offer turnkey tractor/mower products priced reasonably to the customer. Tiger maintains a stock of these tractors, allowing for fast deliveries.</p> <p>Tiger's product line is designed and engineered as a complete right-of-way maintenance solution.</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Industrial right-of-way mowing equipment, Tractor/MowerAttachments, Roadside Vegetation Management Equipment. Rotary and Flail side and rear mowers. Boom Mowers. Flex Wing Rotary Mowers.</p>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
70	Flail, boom, rotary, wing, sickle, and slope mowers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tiger specializes in manufacturing side rotary and flail mowers along with booms mowers from 13 to 30' reach with multiple head combinations.
71	Seeders, tillers, mulchers, and sprayers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tiger offers a boom mulcher head and a wet cut system that allows our customers to apply herbicide.
72	Erosion control equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Many of Tiger's products are considered erosion control: Ditchers, Wetcut system, and the Claw roadside reclaimers. Our Ditchers allow water to flow freely in drainage ditches to reduce water backing up and causing floods or erosion outside of the ditch banks. The Claw is a one-way disk that helps reclaim gravel that is washed away by spring rain or removal of shoulder material caused by a snow plow. The Wetcut is a herbicide bar that allows for chemical management of noxious weeds rather than using tillage to control weeds.
73	Ditch maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tiger offers a boom ditcher head along with a complete ditcher system for any tractor.
74	Signage, signals, and message boards	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
75	Radar equipment, traffic cameras or traffic sensors	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
76	Other road right-of-way maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tiger offers a Truckat boom mowing system, Wheel Loader boom mower and multiple other rear three point tractor boom or flail mowers. We have had excellent success with the Truckat in the market place as it is an F550 chassis with our 22 ft. Bengal or 24 ft. Bengal boom mower installed on the chassis. Our Wheel Loader boom mowing system allows our customers to better utilize their capital investment of a payloader when not loaded gravel or salt trucks in the off season.

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 77. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		No exceptions needed.

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - 1 - Pricing Documents.zip - Friday July 02, 2021 12:14:34
- [Financial Strength and Stability](#) - 2 - Finance Strength and Stability Documents.zip - Wednesday June 30, 2021 10:57:11
- [Marketing Plan/Samples](#) - 3 - Marketing Plans Documents.zip - Friday July 02, 2021 12:23:34
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Tiger\_Limited\_Warranty.pdf - Tuesday June 08, 2021 09:56:03
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - 7 - Upload Additional Documents.zip - Friday July 02, 2021 12:25:15

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Shawn Cleary, President, Tiger Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Road_ROW_Maintenance_Eqpt_RFP_070821</b> Fri June 18 2021 05:04 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Road_ROW_Maintenance_Eqpt_RFP_070821</b> Thu June 17 2021 06:20 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Road_ROW_Maintenance_Eqpt_RFP_070821</b> Wed June 16 2021 05:21 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Road_ROW_Maintenance_Eqpt_RFP_070821</b> Wed May 26 2021 04:28 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT  
TO  
CONTRACT #070821-TGR**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Tiger Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide Road Right-of-Way Maintenance Equipment to Sourcewell and its Participating Entities, effective August 6, 2021, through August 9, 2025 (Contract).

The parties wish to amend the Contract to add:

For sales in Canada, Participating Entities will contact Supplier’s Canadian Dealers to place orders. Supplier will ensure that a current list of Canadian Dealers is maintained with Sourcewell. Tiger’s Canadian Dealers will invoice Participating Entities directly in Canadian dollars.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

**Sourcewell**

**Tiger Corporation**

By:   
C0FD2A139D06489...  
Jeremy Schwartz, Director of Operations/CPO

By:   
AEE86DAB908541C...  
Shawn Cleary, President

Date: 6/14/2022 | 8:21 PM CDT

Date: 6/14/2022 | 2:35 PM CDT

Approved:

By:   
7E42B8F817A64CC...  
Chad Coquette, Executive Director/CEO

Date: 6/14/2022 | 9:59 PM CDT

**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

Products. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Intentionally Omitted.

## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

**Sourcewell**

**John Deere Construction Retail Sales a  
division of John Deere Shared Services LLC,  
DBA John Deere Construction Retail Sales**

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 4/4/2023 | 2:30 PM CDT

DocuSigned by:  
*Mark Oliver*  
1CAF73242BB647F...  
By: \_\_\_\_\_  
Mark Oliver  
Title: Manager Contract Sales  
Date: 4/5/2023 | 8:05 AM CDT

**Approved:**

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
Date: 4/5/2023 | 8:20 AM CDT

# RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

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## Vendor Details

Company Name: John Deere Shared Services LLC

Does your company conduct business under any other name? If yes, please state: John Deere Construction Retail Sales a division of John Deere Shared Services LLC

Address: 1300 River Drive  
Moline, IL 61265

Contact: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Phone: 309-207-0431

HST#: 36-2382580

## Submission Details

Created On: Monday November 28, 2022 09:24:58

Submitted On: Thursday January 12, 2023 14:48:05

Submitted By: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Transaction #: 17731346-34ec-484a-83d5-3fc1c1f49270

Submitter's IP Address: 165.225.57.43

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265
6	Proposer website address (or addresses):	www.deere.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward.</p> <p>See our higher purpose: <a href="https://www.deere.com/en/our-company/higher-purpose/">https://www.deere.com/en/our-company/higher-purpose/</a></p> <p>John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind.</p> <p>We never forget that we're here to help life leap forward.</p> <p>Deere &amp; Company at a glance: <a href="https://www.deere.com/assets/pdfs/common/our-company/deere-&amp;-company-at-a-glance.pdf">https://www.deere.com/assets/pdfs/common/our-company/deere-&amp;-company-at-a-glance.pdf</a></p>

11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.	*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract.  All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions.  Also, attached within the documents section is our 2021 Sustainability Report for John Deere.
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard  We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts.  Sales figures are not publicly shared on any of these contracts.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA DLA US Fish & Wildlife, IDIQ  Sales figures are not publicly shared on any of these contracts.

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826
Brandt Tractor Ltd.; an authorized dealer with a vast customer baes with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.
State of Ohio	Government	Ohio - OH	Sourcewell sales.  Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office.  2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell.  For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada.</p> <p>There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas.</p> <p>We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry.</p> <p>Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies.</p> <p>Customer can count on John Deere construction dealers to support our products and customers.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction &amp; Forestry defines a governmental customer as the following:</p> <ol style="list-style-type: none"> <li>1. Federal, state/provincial, county, municipal and local governmental agencies</li> <li>2. Hospitals and state/provincially accredited schools (both public and private)</li> <li>3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports)</li> <li>4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility.</li> <li>5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users</li> <li>6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify</li> <li>7. North American Indian Tribal Councils</li> <li>8. Non-profit agencies exempt from state/provincial and federal taxes</li> <li>9. All Municipal Railroads</li> </ol>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer. <a href="https://www.deere.com/en/">https://www.deere.com/en/</a> <a href="https://www.deere.com/en/construction/">https://www.deere.com/en/construction/</a> <a href="https://www.deere.com/en/government-and-military-sales/">https://www.deere.com/en/government-and-military-sales/</a> <a href="https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/">https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/</a> <a href="https://configure.deere.com/cbyo/#/en_us/products">https://configure.deere.com/cbyo/#/en_us/products</a>  Our marketing communications group runs a variety of social media promotions including a YouTube channel ( <a href="https://www.youtube.com/user/JohnDeere">https://www.youtube.com/user/JohnDeere</a> ) and Facebook page ( <a href="https://www.facebook.com/JohnDeereUSCA">https://www.facebook.com/JohnDeereUSCA</a> ).  The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training.  We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.

41	Describe any technological advances that your proposed products or services offer.	<p>John Deere C&amp;F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: <a href="https://www.deere.com/en/technology-products/precision-construction-technology/">https://www.deere.com/en/technology-products/precision-construction-technology/</a></p> <p>There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below.</p> <p>THE DIRT publication, Fall 2021. <a href="https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf">https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf</a></p> <p>John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction &amp; Forestry Division is by 2026, we will deliver:</p> <ul style="list-style-type: none"> <li>• 20+ electric and hybrid-electric product models.</li> <li>• Earthmoving: Increase SmartGrade™ grade control adoption to 50%.</li> <li>• Forestry: Boost Intelligent Boom Control adoption to 100%.</li> <li>• Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%.</li> </ul> <p>More information on our Leap Ambitions can be found at: <a href="https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/">https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/</a></p> <p>Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at <a href="https://CES2023.deere.com">CES2023.deere.com</a></p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. <a href="https://www.deere.com/en/our-company/sustainability/sustainability-report/">https://www.deere.com/en/our-company/sustainability/sustainability-report/</a></p> <p>"Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. <a href="https://www.deere.com/en/our-company/electrification/">https://www.deere.com/en/our-company/electrification/</a></p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. <a href="https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/">https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/</a></p> <p>In 2021 John Deere acquired majority ownership of Kreisel Electric. <a href="https://www.kreiselelectric.com/johndeere/">https://www.kreiselelectric.com/johndeere/</a></p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business.</p> <p>We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies.</p> <p>Valuable Extras:</p> <ol style="list-style-type: none"> <li>1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. <ul style="list-style-type: none"> <li>-Regional parts depots strategically placed around North America for the best parts delivery response.</li> </ul> </li> <li>2) John Deere Connected Support – Allows customers to: <ul style="list-style-type: none"> <li>- Monitor alerts for the machine remotely.</li> <li>- Monitor engine hours and utilization.</li> <li>- View machine location and get driving directions to the jobsite.</li> <li>- Monitor fuel level and idle time.</li> </ul> </li> <li>3) John Deere Connected Support – Allows dealers to: <ul style="list-style-type: none"> <li>- Monitor alerts coming from the customers machine.</li> <li>- Remotely connect to a customers machine for real-time diagnostics.</li> <li>- Leverage Expert Alerts from John Deere to address potential future downtime.</li> <li>- Perform software updates from the dealership.</li> </ul> </li> </ol>	*

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can cover the entire U.S. and Canada with our dealer network.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third party warranties are handled by the original OEM of that attachment.
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal. *
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days.</p> <p>John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. *</p> <p>John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval.</p> <p>All leasing and financing options are handled through the local dealer and John Deere Financial.</p> <p>The lease/finance provider funds the contract sales invoice within 30 days.</p>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section. *
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee. *

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer.  The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment.  CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity.  Taxes: Local taxes, if applicable, will be assessed.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcewell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcewell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcewell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcewell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcewell.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders.  All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

**Table 148: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
72	Motor Graders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Link Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

**Table 14C: Required Offering of Equipment**

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
  - [Financial Strength and Stability](#) - Deere-Co\_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
  - [Standard Transaction Document Samples](#) - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
  - [Upload Additional Document](#) - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_5_Heavy_Construction_Equipment_RFP_011723</b> Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Heavy_Construction_Equipment_RFP_011723</b> Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Heavy_Construction_Equipment_RFP_011723</b> Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Heavy_Construction_Equipment_RFP_011723</b> Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Heavy_Construction_Equipment_RFP 011723</b> Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1

**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

72 Hour LLC dba: National Auto  
Fleet Group

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/4/2021 | 1:28 PM CDT

DocuSigned by:  
*Jesse Cooper*  
By: FACBB5730C1E467...  
Jesse Cooper  
Title: Fleet Manager  
Date: 11/4/2021 | 10:46 AM CDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 11/4/2021 | 1:34 PM CDT

# RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

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## Vendor Details

Company Name: 72 HOUR LLC  
Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group  
Address: 490 Auto Center Drive  
Watsonville, CA 95076  
Contact: Jesse Cooper  
Email: Jcooper@nationalautofleetgroup.com  
Phone: 951-440-0585  
Fax: 831-840-8497  
HST#: 263297677

## Submission Details

Created On: Tuesday August 24, 2021 16:34:10  
Submitted On: Tuesday September 14, 2021 14:10:21  
Submitted By: Jesse Cooper  
Email: Jcooper@nationalautofleetgroup.com  
Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76  
Submitter's IP Address: 76.81.241.2

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager  1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager  1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger  1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California.</p> <p>We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today.</p> <p>Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us.</p> <p>National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price.</p> <p>The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.</p>
10	What are your company's expectations in the event of an award?	<p>If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again.</p> <p>Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members.</p> <p>Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract.</p> <p>A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF.</p> <p>B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF.</p> <p>C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.</p> <p>D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles.</p> <p>E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF.</p> <p>F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF.</p> <p>G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF.</p> <p>H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF.</p> <p>I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.</p> <p>J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.</p> <p>We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such as The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG.</p> <p>Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion.</p> <p>In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions.</p> <p>Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.</p>
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.</p>
16	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8.</p> <p>CA Certificate of Good Standing 200824810190  State of Florida License Certificates:  VF/1000974/4  VF/1000950/1  VF/1046516/1  VF/1024619/2  VF/1024619/1  VF/1018615/1  VF/1021891/1  VF/1000974/3  VF/1105916/1  VF/1020705/1  VF/1000969/1  CA State Seller's Permit 101-135239  CA State Seller's Permit 245364864-00001  Department of Motor Vehicle, Vehicle Dealer/ License Number 97772  Department of Motor Vehicle, Vehicle Dealer License Number 97771  Department of Motor Vehicle, Vehicle Dealer License Number 43609  Bureau of Automotive repair Registration # ARD00296319 123120  CA State Seller's Permit 232781952-00001  City of Watsonville Business License Number 1792  City of Watsonville Business License Number 4358  Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138  California General Resale Certificate  Dun &amp; Bradstreet Number: 023680653  Government of The District of Columbia Certificate  Government of the District of Columbia Tax Registration # 7815888160711  City of Los Angeles Tax Registration  Government of The District of Columbia CLEAN HANDS CERTIFICATION  San Diego Freightliner Seller's Permit  Commonwealth of Virginia State Corporation Commission Certificate  State of Maryland Good Standing Certificate  Kansas Department of Revenue for Kansas City Peterbilt  New Jersey Department of Treasury Registration Certificate  New Jersey Business Registration  Notice of Compliance of the Canton City Codified Ordinance  Employee Information Report for the State of New Jersey  State of Maryland New Sales and Use tax License  CA State Seller's Permit 98-037902 00006  South Carolina Department of Motor Vehicles License Number 36133  State of South Carolina Retail License  Commonwealth of Kentucky Vehicle Dealer License 1583 20 100  State of West Virginia Dealer License  Commonwealth of Kentucky Vehicle Dealer License 1581 20 036  State of Tennessee Vehicle Dealer License</p>
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable, none.</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcwell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcwell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794
County of Venture, CA	Mr. Jorge Brilla	805-672-2044
City of Austin, TX	Mr. Matt Sager	512-978-2637
County of San Joaquin, CA	Mr. David Myers	209-468-9745
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually.</p> <p>With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.</p>

26	Dealer network or other distribution methods.	<p>Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products.</p> <p>Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.</p>	*
27	Service force.	<p>The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.</p>	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The member may order their vehicles by navigating to our website, <a href="http://www.NationalAutoFleetGroup.com">www.NationalAutoFleetGroup.com</a> and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at <a href="mailto:Fleet@NationalAutoFleetGroup.com">Fleet@NationalAutoFleetGroup.com</a>. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.</p>	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below:</p> <p>How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website <a href="http://www.NationalAutoFleetGroup.com">www.NationalAutoFleetGroup.com</a> where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website <a href="http://www.NAFGPartner.com">www.NAFGPartner.com</a> was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.</p>	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.</p>	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies.</p> <p>Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness.</p> <p>Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events.</p> <p>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</p> <p>Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support.</p> <p>Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States.</p> <p>NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports.</p> <p>Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis.</p> <p>NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business.</p> <p>Below are a few examples on successful relationship marketing from our Fleet Department:  We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs.</p> <p>"I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."</p>

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website [www.nafgpartner.com](http://www.nafgpartner.com) is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with.</p> <p>National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies:</p> <p>Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract.</p> <p>How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract.</p> <p>In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote.</p> <p>ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status.</p> <p>Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold.</p> <p>Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles.</p> <p>Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders.</p> <p>NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions.</p> <p>Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs.</p> <p>Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information.</p> <p>The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs.</p> <p>Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency.</p> <p>Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.</p>

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website.</p> <p>We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed.</p> <p>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone.</p> <p>If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</p>
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at <a href="http://www.Driveevfleet.org">www.Driveevfleet.org</a>
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip  Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
74	Vans	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
  - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
  - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
  - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
  - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
  - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
  - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521</b> Wed September 8 2021 06:27 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521</b> Tue September 7 2021 07:28 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521</b> Thu August 26 2021 05:55 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521</b> Mon August 23 2021 09:47 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521</b> Sun August 8 2021 09:02 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521</b> Thu August 5 2021 03:58 PM	<input checked="" type="checkbox"/>	1



## **Solicitation Number: RFP #080521**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PB Loader Corporation, 5778 W. Barstow Ave., Fresno, CA 93722 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 11, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

PB Loader Corporation

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 10/5/2021 | 8:33 PM CDT

DocuSigned by:  
*Jason Thompson*  
By: DE94D6F54AC44A1...  
Jason Thompson  
Title: President  
Date: 10/5/2021 | 3:34 PM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 10/5/2021 | 8:47 PM CDT

# RFP 080521 - Roadway Maintenance Equipment

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## Vendor Details

Company Name: PB Loader Corporation  
5778 W Barstow Ave.  
Address: Fresno, CA 93722  
Contact: Jason Thompson  
Email: jthompson@pbloader.com  
Phone: 559-273-0006  
HST#: 77-0307955

## Submission Details

Created On: Tuesday July 06, 2021 18:23:44  
Submitted On: Thursday August 05, 2021 14:04:49  
Submitted By: Jason Thompson  
Email: jthompson@pbloader.com  
Transaction #: 82b52ea7-2722-479e-b521-ebd128b3a348  
Submitter's IP Address: 12.22.224.114

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	PB Loader Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a
4	Proposer Physical Address:	5778 W Barstow Ave, Fresno, CA 93722
5	Proposer website address (or addresses):	www.pbloader.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, cell: 559-273-0006
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, cell: 559-273-0006
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stuart Smith, Inside Sales Manager, 5778 W Barstow Ave, Fresno, CA 93722, ssmith@pbloader.com, Tel: 559-277-7370, Cell: 559-999-5148. Michael Munoz, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mmunoz@pbloader.com, Tel: 559-277-7370, Cell: 661-342-1755. Marcus Putnam, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mputnam@pbloader.com, Tel: 559-277-7370, Cell: 559-304-1024.

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>PB Loader Corporation began operation in 1954 with the invention of the PB Front Loader and the pothole patcher and emulsion systems in the 1960's for use in Road Asphalt Maintenance.</p> <p>As a family founded and run company, relationships in business are at the center of what PB Loader stands for and is reflected in day-to-day operations. PB believes in making a quality product which their customers can rely on year-in and year-out. PB does not believe in a one-size-fits-all approach. PB custom configures and engineers products to meet the exact needs of their customers. When a customer chooses PB they know they are going to be able to rely on quality construction materials assembled by experienced professionals. PB stands behind their products with not only a successful network of dealers but also production, engineering, and sales staff who are available for troubleshooting and repair.</p> <p>PB Loader has found that conducting business in an honest and attentive way, providing a quality, proven product, and listening to their customers are the best business practices possible. When you call PB with a question they listen and act. It is in this way that PB Loader continues to be synonymous with reliability in their industry and the world over.</p> <p>When we joined Sourcewell nine years ago, we found that their philosophy and values fell in line with the core values of PB Loader. From this, we have adopted Sourcewell as our company's predominate method of procurement. We wholeheartedly believe the present and future of government procurement lies with cooperative purchasing and Sourcewell, along with PB, leading the field.</p>

10	What are your company's expectations in the event of an award?	<p>We expect to provide growth through the use of this contract in the marketplace and with our customers. We are firm believers that contract buying is the way of the future with its ease of use for the customer... and customers need to do more with less. We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers.</p> <p>Our commitment to Sourcewell and contract buying...</p> <p>We have risen to the top of our Sourcewell category over the last two contracts and expect to continue with this success. We expect growth by continuing to broaden our offering of additional road maintenance manufacturers and equipment beyond our asphalt patchers and front loaders. We have added to our current contract with:</p> <ul style="list-style-type: none"> <li>Hook Lifts</li> <li>Light, Medium, and Heavy Duty Dump Bodies</li> <li>Custom Bodies</li> <li>Flatbed and platform bodies</li> <li>Arbor Bodies</li> <li>Contractor Flatbeds</li> <li>Air Compressors</li> <li>Dumping Flatbeds</li> <li>Cargo Bodies</li> <li>Chipper Bodies</li> <li>Landscape Bodies</li> <li>Standard &amp; Mechanic Service Bodies</li> <li>Liftgates</li> <li>Chassis</li> <li>Message Board &amp; Light Trailers</li> <li>Mechanic Truck Cranes</li> <li>Numerous Body &amp; Equipment Accessories</li> <li>Truck Winches</li> <li>Truck Generators &amp; Inverters</li> </ul> <p>We will continue to search for additional road maintenance equipment and accessories that will grow our Sourcewell product offering.</p> <p>We have and will always add customer specific models to serve our customers' requirements. Using the contract to meet our customers' needs exactly so they can make repeat equipment purchases effortlessly.</p> <p>For example, we have added a massive listing of custom road maintenance products for City of Los Angeles and San Diego County which plan to purchase multiple units continually each year.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>PB Loader has been in business since the 1950's making us one of the oldest municipal manufacturers on the west coast. Because of our strength in the marketplace and the quality of our products, PB Loader has been and will continue to be a financially responsible and solid company.</p> <p>PB Loader is in excellent financial health. We have experienced substantial growth over the last five years, which has resulted in more than doubling the size of our company. We know this is due to our commitment to excellence in the marketplace as well as utilizing the Sourcewell contract. PB is privately held and for this reason we cannot release financial statements and do not have SEC filings. Please see attached reference letters from our financial institution, vendors, and dealers.</p>
12	What is your US market share for the solutions that you are proposing?	<p>Loader – 100% market share. This is a niche market, and we are the only manufacturer of the product.</p> <p>Patcher – Depending on the state, we have 45%-90% of the market share. We typically have high market share in the West and some in the southern states. Overall, we represent approximately 60% of the market throughout North America.</p> <p>Since our last contract we have even better representation. We are committed to find local dealers who can serve our customers.</p>
13	What is your Canadian market share for the solutions that you are proposing?	We represent 40% of the Canadian market with our asphalt patchers and it continues to be an area of growth.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection.
15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>PB Loader is best described as a manufacturer who works through a network of dealers along with our own sales staff to sell our product. We have 29 dealers with 44 branches covering the US states and Canada (see map). We are continually looking for dealers in the few areas we do not currently have one. We are always reviewing our dealers to ensure the quality needed to fulfill our customers' needs.</p> <p>To support our dealers, we have a total of 16 sales and support staff: President, two National Sales Directors who manage the dealers, two Territory Sales representatives, five Inside Sales and Customer Support staff members, a Parts &amp; Service Manager, a Warranty Coordinator, two dedicated Sales Engineers, a Trade Show Support Specialist, and Sales Assistant.</p>
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PB Loader has local and California state resale/business licenses, Louisiana Motor Vehicles license, and Oregon business license. We are a final stage vehicle installer as well as a California licensed used vehicle dealer.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	PB Loader has never had any suspension or debarments applied.

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Truck Equipment Association (NTEA) – MVP Member Top ranked vendor in sales revenue for the current Road Maintenance Equipment contract category.
19	What percentage of your sales are to the governmental sector in the past three years	The year-over-year numbers are consistent at 99% Government (State, County and Municipal) versus 1% private sector.  Our internal and dealer sales force along with our products are specifically designed to meet the specialized needs of Government agencies. This sector of the market is the sole focus of our company. This allows us to better meet and understand their needs.
20	What percentage of your sales are to the education sector in the past three years	Our product offering is geared toward public works agencies, however, there is occasional overlap with school district ground maintenance equipment needs.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	PB holds an HGAC contract. We see less than three sales a year and dimensioning due to the fact of our continued efforts to convert HGAC customers to Sourcewell.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our product offering is rarely sold to the federal government except for a few military air bases and national parks. We do not currently hold any federal contracts (GSA, SOSA) because the market demand is very limited. When approached, we inform the federal agency of the benefits of Sourcewell.

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Los Angeles	Ray Perez	323-526-9221
City of Colorado Springs	Michael Shill Jr.	719-385-6711
County of San Diego	Jim Whitlock	619-709-2171
County of Fresno	Mike Downing	559-600-7528
City of Tucson	Jerry Robles	520-837-6602

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Los Angeles	Government	California - CA	Dump Bodies (52), Flatbed (31), Chipper Bodies (15), Truck Mounted Loaders (11), Patchers (5), Utility Bodies (2)	\$50,000 to \$200,000 depending on unit	\$23,698,990
County of Fresno	Government	California - CA	Loaders (6), Dump Bodies (4), Patchers (1)	\$50,000 to \$200,000 depending on unit	\$3,074,364
City of Ontario	Government	California - CA	Flatbeds (12), Dump Bodies (3), Service Bodies (2), Chassis (2), Patchers (1)	\$50,000 to \$200,000 depending on unit	\$2,617,946
County of San Diego	Government	California - CA	Truck Mounted Loaders (11), Message Board Trailers (9), Patchers (3), Sprayers (2)	\$50,000 to \$200,000 depending on unit	\$2,124,900
City of Portland	Government	Oregon - OR	Patchers (5)	\$50,000 to \$200,000 depending on unit	\$869,675

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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25	Sales force.	<p>Our sales force is designed to support our dealer network and at the same time work directly with the end user government agencies. We take it upon ourselves to ensure our end users receive the highest level of customer service and are committed to their complete satisfaction with our products. Our sales force is specifically trained and has the knowledge and resources to ensure our dealers and customers utilize Sourcewell as their primary procurement method.</p> <p>Each team member listed below is committed to growing our company revenue through Sourcewell.</p> <p>Our team consists of twenty-two (22) sales and support professionals:</p> <p>Five (5) Outside Sales personnel. The President of the company (1) and two (2) traveling National Sales Directors, and two (2) outside sales representatives who visit dealers and end users throughout the country.</p> <p>Five (5) Inside Sales personnel. One (1) Sales Manager, and four (4) Inside Sales Coordinators who are responsible for quotes and working with our customers/dealers on the specific and unique designs of our product as well as offering product knowledge and support.</p> <p>One (1) Sales Assistant who is responsible for supporting our sales team and dealers with product information, social media, trade show coordination, and many other support duties which allows our sales team more time to respond to customers.</p> <p>One (1) Parts/Service Salesperson who is dedicated to meeting the aftermarket needs of our customers to ensure quick response to customers' needs.</p> <p>One (1) Warranty Coordinator dedicated to meeting the aftermarket needs of our customers to ensure quick response to any situation that arises.</p> <p>One (1) Trade Show Support who provides extra sales assistance at booths and other event functions.</p> <p>We have an Engineering team of eight (8) who are dedicated to support the sales teams with layout drawings and engineering information requests by customers, which ensures a high level of accuracy to meet the customers' needs.</p> <p>We are currently in the process of expanding our Sales team. We have job openings for two additional outside sales personnel and two inside.</p> <p>The company also utilizes our engineering, operations, and production personnel to support the sales team and customers.</p>
26	Dealer network or other distribution methods.	<p>PB Loader sells through a network of dealers throughout North America. It is our belief that utilizing local dealers provides the best customer service for our end users. Please see attached dealer list and map.</p> <p>We currently have 29 dealers totaling 44 branch locations in the US and Canada, totaling 148 dealer salespeople. Of that total, we have four (4) dealers with eight (8) branches in Canada. All our US dealers and their branches have received training from our staff on Sourcewell procurement and we are looking forward to doing the same with Canoe in Canada.</p> <p>Our sales team regularly visits our dealers to ensure they are trained on our product and the Sourcewell contract. We support many of our dealers' local trade shows and events. We are very active and encourage our dealers to be active in trade organizations such as APWA, MSA, RSFMA, NAPA, and others. These events are excellent opportunities to inform our government customers about Sourcewell procurement of our products.</p>
27	Service force.	<p>The above-mentioned dealer network employs factory trained parts and service representatives at their branches. These dealers typically handle other large municipal equipment like PB Loader. Because of this they have invested in service tooling at many of their locations, such as overhead cranes, mobile service trucks, and very capable shop facilities.</p> <p>The PB Loader sales team provides service support by being the first point of contact for customer questions on the operation and product usage.</p> <p>We provide an initial delivery training and for added value, free training for the life of the unit. We want to ensure that our customers can utilize our product safely and effectively. Replacement manuals and decals are also provided at no charge for the life of the unit.</p> <p>PB Loader utilizes its service team that can be sent around the country to support our dealers and end users.</p> <p>Our dealer network has a total of 295 service and 122 parts staff. PB Loader also supports them with our service and engineering personnel. We have complete manuals, engineering schematics, drawings, and videos. Troubleshooting assistance is available via phone and/or video conference.</p> <p>Per customer request, we utilize additional local third-party repair shops that are closer for a quicker turn around than some dealer locations. We also provide support for customers who provide their own service and a reimbursement program for customers who are required to do their own warranty work.</p>
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Quotes are generated by the inside sales department at PB Loader using Sourcewell pricing. Members will generate a purchase order directly to PB or one of our authorized dealers. Once received, an order confirmation is generated to ensure accuracy of the order. Regular updates are provided as the unit progresses through the manufacturing process. Final delivery is done by PB or our dealers and includes training. Once payment is received, it is recorded, and placed on our Sourcewell quarterly reports.</p>

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>PB Loader's business philosophy is to provide superior quality in customer service which means quick response times and resolving issues to the customer's satisfaction. We require our dealers to provide immediate service to our customers. Many of our dealers offer multi-year service plans. We also offer multi-year warranty plans supported by our dealers.</p> <p>We also have a free lifetime replacement program for our manuals and all instruction/safety decals.</p> <p>PB Loader provides phone/video technical support to both dealers and end users. This is supported by our engineering/sales teams.</p> <p>When we are contacted with a service/warranty issue, a ticket is created within our MRP system and an email is sent company wide. Production, engineering, sales, and support teams all receive this notification and start resolving the issue. By having such a large team involve in rectifying the problem, solutions develop quicker and response times are improved.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers. We are firm believers that contract buying is the way of the future with its ease of use. Our desire is to have every product we make available through the Sourcewell contract. This philosophy is driven by the President of the company and upper management to ensure the entire organization is committed to making Sourcewell successful with PB Loader.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are looking forward to expanding Sourcewell procurement utilizing the new Canoe platform with all our Canadian customers and dealerships. We currently have four (4) dealers in Canada with seven (7) branches covering nearly the entire country. We retain more than 40% market share in Canada with our asphalt patchers. Canada has been a major customer base for us and will continue to be.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We fully serve all geographic areas within North America.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We fully serve all Sourcewell participating entities within North America.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no specific contract restrictions or requirements for participating entities in Hawaii, Alaska or US territories.</p> <p>We have experienced dealers who are trained to utilize Sourcewell. In Alaska, Craig Taylor Equipment offers sales and service support. In Hawaii we utilize the local truck dealerships for sales and service. Our Florida dealer, Environmental Products, has a dedicated salesperson who covers Puerto Rico.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Sourcewell is integrated and promoted heavily into our sales process.</p> <p>A key part of our strategy is making sure our dealer network is promoting Sourcewell as our primary method to purchase PB products. This is accomplished during all sales calls to every dealer and at customer demonstrations with dealer management and sales personnel. We want it known that PB is synonymous with Sourcewell. We help convey this message by displaying the Sourcewell logo on all demonstration vehicles and apparel.</p> <p>We have committed to display the Sourcewell logo everywhere possible: media, ads, promotional items, website, trade show displays, our office, dealer branch locations, and company sales vehicles.</p> <p>The most important part of our strategy is having direct conversations with end user agencies on the value of utilizing Sourcewell for not only purchasing PB products but other products from Sourcewell vendors. We believe the more they utilize Sourcewell contract procurement, the more Sourcewell and PB will grow together. Through our own sales staff and more than 100 dealer salespeople these conversations occur daily.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We have begun the process of implementing a new forward-thinking social media and metadata program along with the redevelopment of our website. This began with signing a long-term contract with a respected digital marketing firm who will partner with us to develop and distribute a continuous campaign of all our social media, digital marketing, and website.</p> <p>Social media posts will include trade shows, industry events, customer demonstrations, new unit deliveries to satisfied customers, product upgrades, and new features. The campaign will include purchasing advertising banners on industry sites as well as an extensive GoogleAds.</p> <p>Each post and banner will include a Sourcewell presence, which is another way to make PB and Sourcewell synonymous. We are excited for the roll-out of the new e-purchase vendor showcase of which we will take full advantage.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Being a current vendor, the Sourcewell contract is already integrated into our sales process, utilized, and promoted heavily. Many of our dealers are very familiar with the contract, because of us and the other manufacturers they represent who are also vendors of Sourcewell.</p> <p>We believe that Sourcewell provides the initial platform for member agencies and should work directly with awarded vendors to promote increased membership. We feel Sourcewell should provide consulting on the legal requirements for members to use corporate purchasing.</p> <p>The sales integration process and Sourcewell becoming the primary method for our customers to purchase PB products began nine years ago with our first contract. We were believers in the beginning that Sourcewell and cooperative purchasing would be the future of government procurement. We have made every effort to make it our future as well. As stated in the previous two questions we laid out our overall marketing strategy for Sourcewell and are committed to continually evolve and improve that strategy as new ideas come to the forefront.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We often see e-advertising as becoming more prevalent in our industry. We have noticed many new customers have sought our website on the internet. Because of the high technical nature, unlimited customizations, and dollar value of our products, particularly being integrated with a chassis, a standard e-procurement system is inadequate to meet the needs of our customers. For these reasons we sell with a hands-on approach with our local dealer network which includes writing lengthy technical specs and doing 3-D layout drawings of the products. It is our belief that one size does not fit all therefore our products are custom designed and configured to meet the needs of our customers exactly. E-procurement is not a robust enough of a process to fulfill our customers' needs. We are, however, looking forward to the roll-out of the new e-purchase vendor showcase of which we will take full advantage.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>We offer free operator training and maintenance training onsite when the end user puts the unit into service. We also provide free follow-up training for the lifetime of the unit conducted by our own factory trained staff and/or dealers. It is our business philosophy to ensure that our customers can effectively and safely use our products. Also, we provide free manuals, and instructional/safety decals for the life of the unit.</p> <p>We have a dedicated person at the factory that customers can call for any kind of troubleshooting or operational advice. This in addition to the sales staff that can also provide this service. There are instructional videos, blueprints, and other digital materials that can be sent to the customers as learning tools. Several times a year we provide patcher training school which we encourage Sourcewell members to attend.</p>
40	Describe any technological advances that your proposed products or services offer.	<p>We like to be in the forefront of the technological advances within the municipal and truck equipment industries. We have incorporated options for the latest in back up sensor technology and cameras on our equipment. We strive to make our units the safest in the industry and have adapted standard automotive technology to road maintenance equipment which we have seen few others accomplish. We have updated numerous hydraulic and control systems to more efficient components that integrate with the advanced chassis ECM programming and chip sets. This is accomplished through our engineering department working directly with chassis manufacturers.</p>
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>To our knowledge, there are not any green agencies that certify our type of product (Pothole Patchers). However, our standard pothole patcher is heated by LPG which is an environmentally friendly fuel. We also offer an electric heated unit which is powered by an onboard generator on current chassis.</p> <p>We have begun to work closely with several electric chassis manufacturers so that we can be on the forefront of the technology and offer fully electric road maintenance equipment.</p> <p>As a company we feel our carbon footprint is important with our products and how we operate. We are completing a new facility wide conversion to highly efficient LED lighting. We also have several recycling programs for steel, cardboard, e-waste, among others. Within the next few years, we are planning a solar program initiative which will significantly reduce our footprint.</p>
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We do not know of any third parties that label road maintenance equipment specifically. As stated in question 41, the company is committed to developing green practices internally by utilizing energy efficiencies which will make us far more sustainable in the future.</p>
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>PB Loader is not accredited as a WMBE or SBE. However, we work with several hub partners: Cicero Brothers (SBE) Westcoast Materials (SBE, DVBE) Main Street Materials (SBE)</p>
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Quality and Customer Service have distinguished us as an industry leader and will continue to do so in the future. It is our business philosophy to stand by our products and customers. We want every customer to feel completely satisfied with the product and the service they receive over the product's lifetime. By listening to our customers and responding to their needs expeditiously we ensure their complete satisfaction.</p> <p>What makes our products unique is that we do not believe in the one size fits all solution; agencies have very different needs because of their geographic locations, agency size, and other demographics. For this reason, we offer by far the largest selection of models and sizes with our products. But more importantly, we offer hundreds of options and will custom build additional features based off the customer's needs.</p> <p>We believe in making it easy for our customers to purchase our products. We do this by first listening to their requirements and from there develop a detailed layout drawing. This allows our customer and their crews a great opportunity to design their own unit and know what they are getting before they purchase. On this contract we offer complete turnkey solutions with our products integrated with chassis so the customer can issue one PO to one vendor and have one point of contact.</p> <p>We have a large and dedicated dealer network whose goal is to support their local markets. In turn, we provide our dealers the support to do this as well as offering support directly to the end user. Even though PB sells through dealers, we believe that it is our responsibility to ensure the end user is completely satisfied.</p>

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our warranty covers all products, parts, and labor. In some cases, freight as well. It is our commitment to solve all warranty issues to the complete satisfaction of our customers.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranty does not have any usage restriction or other limitations. It is important to PB Loader that on the rare occasion there is a manufacturer defect, it is rectified immediately.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	PB or the authorized dealer will cover travel time and mileage for any Sourcewell members warranty claim.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	In regions where we do not have a certified technician, we offer over the phone technical support. If a problem is not resolved we may send a PB Loader technician to fix unit or utilize local third-party repair shops.  Either PB or our dealer network can provide a technician who will travel to all geographic locations in US and Canada. Many repairs don't require a certified technician and third-party shops can be utilized when appropriate.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we will cover all items sold by PB Loader including those components manufactured by others. We believe this provides the best customer service to the end user.	*
50	What are your proposed exchange and return programs and policies?	Customers can return and exchange parts within 30 days without a restocking fee, but pay return freight. After 30 days, there is a 25% restocking fee, but in appropriate cases this may be waived. We wish to ensure customer satisfaction.	*
51	Describe any service contract options for the items included in your proposal.	PB Loader offers starter spare parts kits and a base refurbish package for our pothole patching products. We also offer extended warranty packages on the contract.	*

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	We make every effort to track the original promised delivery at time of quotation and actual delivery performance. We use this information to notify our customers of any deviation from the original quoted delivery.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We utilize a KPI system that tracks turn around time for part sales. It is imperative to get parts to the customer to minimize their down time.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Our payment terms are Net 30. Check, ACH, and wire transfer are all acceptable forms of payment. We accept Visa and MasterCard for parts sales. We do not have a processing fee.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	For any customers seeking finance or leasing options, we partner with NCL Government Capital.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Each standard Sourcewell transaction starts with a Quote Request Form and detailed dimensional forms. Once a purchase order is received, an Order Confirmation Form is generated.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept P-card payments with no additional processing fee.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See the attached Price Catalog for all our products being offered, which include their SKUs, MSRP, and Sourcewell discounts. We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP.
60	Describe any quantity or volume discounts or rebate programs that you offer.	In an addition to the initial 10% discount to Sourcewell members, we also offer a 3% quantity discount for orders of six (6) or more units excluding chassis.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping and delivery are an additional cost. The amount depends on the size of the product and where it is going. We quote market rate.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Canada, we contact truck freight brokers who specialize in crossing the border. We and our dealers are very familiar with the USMCA processes.  For Alaska, Hawaii and offshore deliveries, our dealers have freight brokers that handle the complete process. We have regularly shipped to all these locations. This is nothing out of the ordinary for us.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our units are built as turnkey work ready products, so they can be delivered directly to the end user and are ready for operation.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	To encourage Sourcewell sales we offer the best pricing to its members compared to any other pricing models.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	It is mandatory for our dealers to request a Sourcewell quote and provide member entity information. From this, a quote number is assigned and is tracked through the sales process. Each purchase order we receive from our dealer or end user is cross checked with a quote number to identify it as a Sourcewell order. This ensures that all Sourcewell orders make it on the quarterly report and a dealer cannot sell an Sourcewell product without our knowledge.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Since we have been an awarded vendor for two contracts, we have established historical metrics. We track the Sourcewell sales dollars within our total sales dollars. We also track the Sourcewell units and product types produced within our total units produced. We track Sourcewell quotes generated within the total number of quotes generated and the conversion rate to orders of Sourcewell quotes. We analyze this performance to grow our success with the Sourcewell contract.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Our current contract has a fee of 2%. We would like to continue this with the new contract for our entire catalog including chassis.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>We offer an enormous range of road maintenance equipment from pothole patchers to cone trucks, dump trucks, flatbed, message board trailers, and countless others.</p> <p>Asphalt (Pothole) Patchers</p> <p>PB Loader is the leading manufacturer of asphalt patchers with the largest selection of models, sizes, and options in the industry, as well as broad customization above and beyond that.</p> <p>Hot mix asphalt is required to complete a superior asphalt repair. PB patchers keep the temperature consistent throughout the entire shift in order to make a permanent patch.</p> <p>PB Asphalt Patchers carry all the equipment and material for a two-person crew to repair potholes, road shoulders, cut outs, skin patch, and utility cuts throughout the year. PB Patchers are fully equipped with all the tools needed so a team can tackle patching jobs with just one machine. All PB Patchers feature an insulated and heated asphalt hopper that keeps asphalt hot and usable all day.</p> <p>Four (4) Conveying Options: Belt, Single Auger, Double Auger, Dump  Four (4) Mounting Options: Truck Chassis, Slip-In, Hook-Lift, Trailer  Eight (8) Sizes: 1.5, 1.8, 3, 4, 5, 6, 8, 10 cubic yards</p> <p>Hundreds of options and custom configurations such as: (refer to catalog for complete list)</p> <p>Flasher, safety  Spoils bins  Tool boxes and baskets  Arrow boards  Vibratory compactors and rollers  Back up alarms and camera equipment  Air compressors  Generators  Jack hammers  Hose reels  Work decks  Water containers  Fire Extinguisher, first aid kits, triangle kits</p> <p>Many of these options are customizable within themselves. Locations on the truck, sizes, and usage are all considered when discussing these elements with the customer.</p> <p>PB Patchers come in two formats, a "V" hopper which uses either a continuous conveyor or auger to move the asphalt or a dump hopper which uses a hoist to raise the hopper which allows the asphalt to slide out. Both formats are available for mounting on truck chassis, slip-in, hook-lift or trailer models.</p> <p>Proven Features  Heavy Duty Design  All Hydraulic Operation  Radiant Heat System  Burner Systems Available in LPG, Diesel, and Electric Generator  Fully Insulated Asphalt Container  Hand Torch with 200,000 BTU Output  Convenient Operator Controls  Emulsion Spray System</p> <p>Emulsion Sprayers</p> <p>PB offers emulsion sprayers with more sizes and features than anyone else in the industry.</p> <p>Fully equipped emulsion systems can be powered by a hydraulically driven pump or compressed air and sized to meet our customers' needs. These systems are truck mounted in conjunction with an asphalt patcher or truck equipment body. They are also available in trailer, hook lift, and slip-in models. All are available with a variety of options, sizes, and custom configurations.</p> <p>Truck Mounted Styles: 15-200 gallons  Trailer Mounted and Slip-In Styles: 200-700 gallons</p> <p>Pump Type Sprayers - Pump type emulsion sprayers include a solvent tank for flushing the emulsion hose and cleaning asphalt tools with a waste tank system. Truck mounted units are usually heated by the truck cooling system but can also be heated by LPG burner. All trailer units use LPG heaters.</p> <p>Compressor Type Sprayers - Compressor type emulsion sprayers are available in the many sizes. These can be charged off the truck brake system compressor, or any air compressor. These sprayers are heated by the truck cooling system or LPG burner. Trailer and slip-in models are equipped with an engine driven compressor.</p> <p>Options and Features - All spray units can include Recirculation, Auxiliary Electric Heat, Tank Insulation, Discharge Strainer, Hose Reels, LPG Tanks, Thermostatic Controls, Loading Hose, Reverse Flow Systems, Draw Off Valve, Optional Engines, and Work Platform.</p> <p>PB Truck Mounted Loaders</p> <p>PB Truck Mounted Loaders combine a dump truck and loader shovel into one unit. Designed to load, haul and dump asphalt cold patch, leaves, gravel, dirt, snow, trash, or brush just to name a few. PB Loaders save operation cost, reduce manpower, and lets you tackle a variety of jobs that would otherwise require several pieces of equipment.</p> <p>PB Loaders are built tough and come equipped with features that improve productivity and safety. An exclusive arm design allows the operator access to the cab when the shovel is on the ground or in the travel position. PB Loaders are available with a 3,000 lb. or 5,000 lb. shovel lifting capacity, and can be outfitted with a clam, tilt, clam/tilt or standard shovel. Shovel capacities range from 3/4 cubic</p>

yard to 1 1/2 cubic yards. Safety switches shut down all systems if the cab door is opened or the dump body is raised during loading operations.

Options include air or joystick controls, automatic grease lines, tool boxes, pull tarps, various sizes of dump bodies, emulsion spray systems, carbide blade and blocks for the shovel, installation on tilt cab or conventional chassis, and many more.

#### Road Maintenance Support Equipment

PB Bodies are offered in a variety of models and capacities that can be used in conjunction with a PB Truck Mounted Loader, PB Patchers, and PB Emulsion Systems. They can also be standalone units equipped to provide valuable service for road maintenance. Features include heavy-duty construction, a large variety of accessory equipment and tools, custom configured to meet the exact needs of the using agency.

#### Chassis:

PB Loader offers full turn-key solutions (single PO Source Purchasing) for our Sourcewell customers by providing a variety of chassis that are used in conjunction with our truck mounted products. For example:

- Ford
- Freightliner
- Western Star
- Peterbilt
- Isuzu
- Volvo

#### Dump Bodies:

PB Loader offers many sizes and types of dump bodies. We work with several leading manufacturers which allows us to bring complete solutions to our Sourcewell customers. We also work with these manufacturers' national dealer networks by convincing them to sell dump bodies with Sourcewell in their local markets. For example:

- Small Contractor Bodies
  - Rigid and/or Fold-Down Sides
- Medium Duty Bodies
  - Bobtail Bodies
- Heavy Duty Bodies
  - Square Bodies
  - Elliptical Bodies
  - Demolition Bodies

#### Flatbeds / Stake Bodies / Platform Bodies:

PB represents several leading brands as well as manufacture our own models. These bodies can come in standard to heavy duty construction and can be custom built with inlay tool boxes, dump hoists, lift gates, and many other features. Bringing yet another complete solution to our SW customers. We work with these manufacturers' national dealer networks by convincing them to sell flatbed bodies with Sourcewell in their local markets. For example:

- Smooth Floor
  - Tread Plate Floor
  - Wood Deck
  - Aluminum Body
  - Rancher Body
  - Dumping Bodies
  - Stake Sides (wood, steel, aluminum)
  - Various Lengths and Widths

#### Chipper Boxes / Landscape / Arbor Bodies:

PB represents several brands as well as manufacture our own models. These bodies come in many configurations to meet the roadway landscaping needs of our Sourcewell customers. We work with these manufacturers' national dealer networks by convincing them to sell their bodies with Sourcewell in their local markets. For example:

- Open Top Chipper Box
- Closed Top Chipper Box
- Side Open and barn door landscape bodies (rugby and reading)
- Arbor Bodies with included storage for saws and tree trimming equipment

#### Utility Bodies:

PB offers the Reading Utility Bodies product line to its SW customers. Reading has a full line of bodies that range from smaller maintenance units to large mechanic trucks for use in road maintenance applications. With a base body from reading, we can upfit additional SW listed equipment to customize a truck to create the best solution for our Sourcewell members. We work with Reading's national dealer network by convincing them to sell utility bodies with Sourcewell in their local markets. For example:

- Steel Constructed Bodies
- Aluminum Constructed Bodies
- Single and Dual Wheel
- Canopy Bodies
- Mechanics Bodies
- Mechanics Crane Bodies

#### Message Boards Trailers:

PB Loader partners with Wanco to offer a full line of trailer and truck mounted message boards and traffic control products to provide reliable traffic safety for roads and highways. Traffic safety is paramount to all road maintenance work. By providing these products in conjunction with our full line of equipment we give our customers complete solutions. We work with Wanco's national dealer network by convincing them to sell their safety equipment with Sourcewell in their local markets. For example:

Arrow Board Trailers and Truck Mount  
 Message Board Trailers and Truck Mount  
 Speed Radar Trailers  
 Light Tower Trailers

Swaploader Hook Lifts:

We are offering a full hook-lift line, these products are often used in conjunction with our asphalt patchers and support bodies. Hook-lift systems provide an efficient fleet utilization system for municipalities because the customer can use one chassis with several pieces of equipment. We work with their dealer nationwide by convincing them to sell hook lift systems with Sourcewell in their local markets. For example:

Single axle from 7,500 lbs. to 24,000 lbs. capacity  
 Tandem axle from 33,000 lbs. to 65,000 lbs. capacity

Lift Gates:

Truck mounted lift gate systems that offer value added ease of accessibility to many truck equipment bodies. For example:

Tommy Lift Gate  
 Pick Up Truck  
 Utility Body  
 Flatbed  
 Box Body  
 Rail Gate  
 Tuck under  
 Dump Through  
 Palfinger Lift Gates  
 Cantilever  
 Pick Up Truck  
 Utility Body  
 Flatbed  
 Box Body  
 Rail Gate  
 Tuck Under

Compressor Systems:

Truck and skid mounted compressor systems that offer value added functions to many truck equipment bodies. These systems are utilized to run jack hammers, impact wrenches, blow guns, and many other air powered tools and accessories that road maintenance crews use regularly. For example:

Vanair  
 Under deck rotary screw compressors from 60 to 185 CFM  
 Hydraulic driven compressors from 30 to 85 CFM  
 Engine driven compressors from 30 to 85 CFM  
 All-In-One systems combines air, electric generators, welder, and hydraulic into one unit  
 Sullivan-Palletek  
 Above deck skid mount, engine driven, 185 CFM  
 Other brands  
 Small engine reciprocating compressor  
 Electric 12V compressor

Attenuator: Trailer and truck mounted

Traffic Scorpion truck mounted and trailer crash attenuator systems MASH rated. Attenuators provide that additional safety to the road maintenance crews allowing them to work on the road with confidence. The models presently on our contract provide for safety at highway speeds.

Water Trucks:

We are offering truck mounted water tanks for the use during road maintenance projects for dust control and clean up. For example:

Single axle 2,000 gallon  
 Tandem axle 4,000 gallon

Cranes:

We offer several brands of truck mounted cranes spanning many types and sizes. These cranes are sold in conjunction with other support bodies to increase the capabilities of the truck. For example:

Electric  
 Hydraulic  
 Folding, compact  
 Outriggers  
 Spitzlif  
 Palfinger/Reading  
 Ventura

Customer Specific Custom Road Maintenance Equipment:

As a result of our many options and custom configurations to meet the exact needs of individual agencies, we have started a program of adding customer specific configurations to our current Sourcewell contract. This is to facilitate ease of purchasing for our customers, particularly those who have massive amounts of customized features. One of the greatest successes of this is with the City of Los Angeles which has more than a dozen custom SKUs which includes chassis for turn-key solutions.

Additional Accessories:

On this contract PB offers many additional accessories to upfit any truck or support body with all the tools that road crews need. For example, but not limited to:

Whelen safety lights  
 PSE Code3 Safety Lights  
 Work lights and spotlights

		Warn Wenches Tool boxes and baskets Tool holders Back up cameras and sensors Bed vibrators Pull Tarps Inverter Systems with electrical outlets Fire extinguishers and triangle kits Water coolers Wash tanks Ladder and material racks Vises Reflective safety tape and panels
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Roadway Surface Maintenance and Repair Equipment – We manufacture pothole (asphalt) patchers and emulsion transport and sprayers. We offer the largest selection by far of models and sizes of pothole patchers also custom built to our customers' needs.  Equipment and Products in Support of Roadway Maintenance and Repair – We offer many additional asphalt support bodies that utilize emulsion systems and other products that municipalities use in conjunction with their pothole patcher and road maintenance programs. This also includes our PB front loader systems.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Asphalt recycles and reclaimers	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are in development to produce asphalt hotbox trailers that have asphalt reclaiming features. Product launch is expected First Quarter 2022. We are committing to ultimately producing a full line of these trails and heavily competing in this market.
73	Patchers, seal coaters, crack sealers, and mastic and adhesive melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are the leading producer of truck mounted pothole patching systems in North America. PB does not manufacture seal coaters, crack sealers, and mastic and adhesive melters.
74	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not manufacture any of these products.
75	Pavement marking application and removal equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not manufacture any of these products.
76	Other	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are the leading producers of truck mounted emulsion spray systems. We also offer a multitude of road maintenance support equipment as mentioned in Table 14A.

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 77. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
n/a	n/a	n/a

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - 1\_Pricing.zip - Thursday August 05, 2021 13:44:55
- [Financial Strength and Stability](#) - 2\_Financial Stregth & Stability.zip - Thursday August 05, 2021 13:45:06
- [Marketing Plan/Samples](#) - 3\_Marketing Plans & Samples.zip - Tuesday August 03, 2021 18:00:46
- [WMBE/MBE/SBE or Related Certificates](#) - 4\_WMBE-MBE-SBE Certifications.zip - Tuesday August 03, 2021 18:01:17
- [Warranty Information](#) - 5\_Warranty.zip - Tuesday August 03, 2021 18:01:36
- [Standard Transaction Document Samples](#) - 6\_Standard Transactiom Document Samples.zip - Tuesday August 03, 2021 18:01:48
- [Upload Additional Document](#) - 7\_Additional Documents.zip - Thursday August 05, 2021 13:56:19

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Thompson, President, PB Loader Corporation

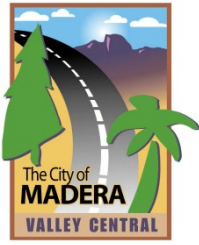
The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Roadway_Maint_Equipt_RFP_080521</b> Wed July 28 2021 06:54 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Roadway_Maint_Equipt_RFP_080521</b> Mon July 26 2021 04:56 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Roadway_Maint_Equipt_RFP_080521</b> Fri July 16 2021 12:55 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Roadway_Maint_Equipt_RFP_080521_Draft</b> Thu June 24 2021 04:18 PM	<input checked="" type="checkbox"/>	1

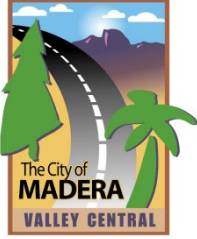


## REPORT TO CITY COUNCIL Late Distribution Notice

**DATE:** October 26, 2023  
**TO:** Mayor and City Councilmembers  
**FROM:** Michael Lima, Director of Financial Services  
**SUBJECT:** November 1, 2023 City Council Meeting  
Late Distribution Report for Item B-3

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Additional time is needed to complete, review, and finalize the report for Item B-3: Piggyback Purchase Agreements for Fleet Division-related Purchases, the report will be distributed as soon as it is available. Thank you for your understanding.



## REPORT TO CITY COUNCIL

**Approved by:**

\_\_\_\_\_  
Alicia Gonzales, City Clerk

\_\_\_\_\_  
Arnaldo Rodriguez, City Manager

**Council Meeting of:** November 1, 2023

**Agenda Number:** B-4

**SUBJECT:**

2023 Downtown Christmas Light Parade Entry for City Participation

**RECOMMENDATION:**

Approve a Minute Order authorizing the City Manager to execute documents necessary for City entries in the Downtown Christmas Light Parade scheduled November 30, 2023

**SUMMARY:**

The City Council and various City departments have historically participated in the Downtown Christmas Light Parade. For the Council or other City departments to participate in the parade event applications, including hold harmless agreements, must be executed.

**DISCUSSION:**

The Downtown Madera Christmas Light parade is one of Madera's traditional holiday events. This year's Christmas Light Parade will be held on Thursday, November 30, 2023. The City Council has historically participated in the event as well as City departments. In previous years, the Mayor and Councilmembers have used fire engines and police vehicles; last year, the City prepared a float pulled by a City truck. This year, it is anticipated that Council will also have the option of participating on a float designed by City staff. In addition, staff is planning distributing glow sticks to children. Thus, the City will play a more significant role in the parade this year than in previous events.

The parade organizers require the following:

- That participants complete a Hold Harmless Agreement with an entry application.
  - The agreement holds parade organizers harmless should someone become injured while participating.

City staff will arrange transportation for Councilmembers during the parade. It is also noted that on October 4, 2023, Council waived City permit fees and costs for City personnel to assist during the parade. This includes:

- Monitoring alternative traffic patterns to ensure safety
- Crowd control
- Returning the event area to appropriate standards of cleanliness

**FINANCIAL IMPACT:**

The parade entry fee of \$45 is a budgeted expense. The fee is remitted to the Madera Evening Lions, who partner with the Downtown Business Association to host the parade. Funds to pay for the entry fees would come from existing budgeted dollars; there is no request for additional appropriation of funds. Additional costs include staff participation in the parade.

**ALTERNATIVES:**

The Council may direct staff not to participate in the parade.

**ATTACHMENTS:**

1. Parade Entry Form and Hold Harmless Agreement

# 2023 Downtown Madera Christmas Light Parade

Presented by the Madera Downtown Association &  
The Madera Evening Lions Service Organization

Thursday, November 30, 2023

## ENTRY FORM

**Organization Name:**

.....

**Responsible Person Contact Information**

**Name:**.....

**Address/City/Zip:**

.....

**Phone Number:**

**Email Address:**

.....

**Number of Vehicles:**.....

**Type of Vehicle(s):**

.....

**Number of Participants:** .....

In entering this event, I/we agree to accept and to abide by all the rules and regulations of the event. I/we agree to release the Madera Evening Lions Club, the Madera Downtown Association, the City of Madera, and the State of California and their associates and employees from any and all responsibility for loss, damage and/ or injury to any person or property from my/our participation in this event.

**Signature of Authorized Representative\*:** .....

\*Signature of Authorized Representative is required for registration & participation on parade night.



Downtown Madera Christmas Light Parade  
Hold Harmless Agreement

In submitting this application, the Applicant and its agents and assigns,

---

Applicant

agrees to release and hold the, Madera Downtown Association, City of Madera, and the Madera Evening Lions Club, and their directors, members, employees, and other representatives harmless, and to promptly indemnify same from and against any and all claims, actions, damages, liability of every type and nature, including all costs and legal expenses incurred by the Applicant or any other party, by reason of any activity arising under or in connection with the applicant's participation in the Downtown Madera Christmas Light Parade event, including but not limited to loss of life, personal injury and/or damage to property arising from or out of any occurrence, omission or activity to such participation. In the event the Madera Downtown Association, the City of Madera, and the Madera Evening Lions Club shall be made a party to any litigation commenced by or against the Applicant, then the Applicant shall hold the Madera Downtown Association, the City of Madera, and the Madera Evening Lions Club, harmless and shall pay all costs, expenses and attorney fee's incurred or paid by them in connection with such litigation. In signing below, I verify that in consideration of your accepting this entry, I intend to be legally bound for myself, my heirs, executors & administrators, waive and release any and all rights I may have against the Madera Downtown Association, the City of Madera, and the Madera Evening Lions Club, and all other associated sponsors, promoters, and agents for any and all injuries suffered by me in conjunction with and/or arising in and out of my traveling to, participation in, and returning from the Candlelight Christmas Parade of Lights event.

By signing this document, the Applicant certifies that they have read, understand and will comply with the Downtown Madera Christmas Light Parade Rules & Regulations. The Applicant further certifies that all members participating in the unit identified in the application have been advised of and are knowledgeable of said rules and regulations and have agreed to comply with them. The Applicant further agrees to hold harmless, the Madera Downtown Association, the City of Madera, and the Madera Evening Lions Club and its designated representatives, volunteers, and sponsors, **for all claims, damages and liabilities arising from any injury associated with the parade in any manner.**

Signed: \_\_\_\_\_ Date: \_\_\_\_

THIS HOLD HARMLESS AGREEMENT MUST BE SIGNED.

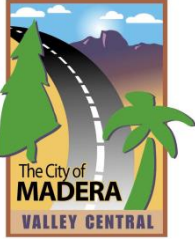
I agree to the Hold Harmless Agreement.

Name of AUTHORIZED REPRESENTATIVE TO GIVE CONSENT: (PLEASE PRINT):

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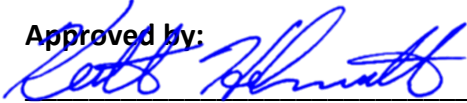
Signature of AUTHORIZED REPRESENTATIVE TO GIVE CONSENT:

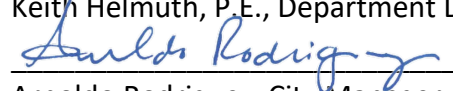
\_\_\_\_\_ Date:



## REPORT TO CITY COUNCIL

Approved by:

  
\_\_\_\_\_  
Keith Helmuth, P.E., Department Director

  
\_\_\_\_\_  
Arnaldo Rodriguez, City Manager

**Council Meeting of:** November 1, 2023

**Agenda Number:** B-5

### **SUBJECT:**

Accepting the Off-site Public Improvements for Origo Cold Madera Phase I, LLC

### **RECOMMENDATION:**

Adopt a resolution:

1. Accept the off-site improvements as part of the construction of Origo Cold Madera Phase I, LLC
2. Authorize the filing of the Notice of Acceptance for said off-site improvements

### **SUMMARY:**

The Owner, Origo Cold Madera Phase I LLC, (Owner), has completed the off-site public improvements in accordance with the approved Reimbursement Agreement (Agreement) and improvement plans for Site Plan Review (SPR) 2021-41 Amond World Cold Storage Warehouse Project (Project). The Owner has paid all required fees and adhered to all required provisions outlined in the encroachment permit. It is recommended that the City Council (Council) accept the improvements completed for Origo Cold Madera Phase I LLC (Origo).

### **DISCUSSION:**

The owner recently constructed a 250,000-square-foot cold storage building in northwest Madera, adjacent to California Custom Processing, proximate to the Airport. The owner requested a reimbursement agreement, which is typical for private development projects. Said agreement was approved by the Council on December 7, 2022. Subsequent to the original agreement, an amendment to the Agreement was approved by Council on June 21, 2023, to allow for reimbursement for the construction of a 12-inch replacement water line along the Condor Road frontage from Aviation Drive to Yeager Drive that was leaking. This leak was undetected until this project was under construction.

The Owner has since completed the public improvements in accordance with the Agreement and Conditions of Approval associated with SPR 2021-41. Approval of the resolution will result in acceptance of the following improvements in Condor Road as outlined in the Agreement:

- *Street improvements:* Installation of ±512 feet of frontage road and ±747 feet of non-project frontage road to connect Condor Road to Aviation Drive.
- *Storm Drain improvements:* Installation of ±1,289 linear feet of storm drain
- *Sewer Main improvements:* Installation of ±1259 linear feet of sewer main
- *Water Main improvements:* Installation of ±520 linear feet of water main

**ENVIRONMENTAL REVIEW:**

The Amond World Cold Storage Warehouse Project, SPR 2021-41, was assessed by ENV 2021-61 (Mitigated Negative Declaration) which was approved by Council on May 8, 2022. The findings of the Planning Commission determined that while evidence existed for the project to have a significant effect on the environment, the mitigation measures are sufficient to reduce any direct, indirect or cumulative effects on the environment.

**FINANCIAL IMPACT:**

Acceptance of this Project will result in the transfer of maintenance and resulting costs from the Owner to the City.

**ALTERNATIVES:**

Should the City not accept the completed improvements, the Owner will not be able to be reimbursed per the Agreement.

**ATTACHMENTS:**

1. Resolution  
Exhibit A: Notice of Acceptance
2. Project Location Map

**Attachment 1**

Resolution

**RESOLUTION NO. 23 - \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA ACCEPTING THE IMPROVEMENTS FOR THE AMOND WORLD  
COLD STORAGE WAREHOUSE PROJECT WITH ORIGO COLD MADERA  
PHASE 1, LLC AND AUTHORIZING THE FILING OF A NOTICE OF  
ACCEPTANCE FOR SUCH IMPROVEMENTS**

**WHEREAS**, the Owner, Origo Cold Madera Phase I, LLC (Owner) has requested acceptance for the improvements installed as part of Amond World Cold Storage Warehouse Project as outlined in the Conditions; and

**WHEREAS**, the improvements consists primarily of constructing sewer, water, storm drain and street improvements; and

**WHEREAS**, the City Engineer has certified to this Council that the required improvements for Amond World Cold Storage Warehouse Project have been completed.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY** finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The Owner has completed all the necessary improvements for SPR 2021-41 Amond World Cold Storage Warehouse Project, within the following right-of way:
  - Condor Road-
    - Street improvements including installing approximately 512 feet of frontage road and approximately 747 feet of non-project frontage road to connect Condor Road to Aviation Drive.
    - Storm Drain improvements including installing approximately 1289 linear feet of storm drain pipe
    - Sewer Main improvements including installing approximately 1259 linear feet of sewer main
    - Water Main improvements including replacement of approximately 520 linear feet of water main
3. The City Clerk is hereby authorized and directed to record a Notice of Acceptance as required by Section 10-2.712.2 of the Madera Municipal Code.

\* \* \* \* \*

**Exhibit A**

Notice of Acceptance

Recording Requested By:  
City of Madera  
When Recorded, Return To:  
City Clerk  
City of Madera  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637

---

Fee Waived Per Section 27383 of the Government Code

**NOTICE OF ACCEPTANCE  
OF PROJECT IMPROVEMENTS**

NOTICE IS HEREBY GIVEN that on October 4, 2023, the City Council of the City of Madera confirmed the satisfactory completion of the improvements as shown on the plans for Amond World Cold Storage Cold Storage Warehouse Project with Origo Cold Madera Phase 1, LLC , described as:

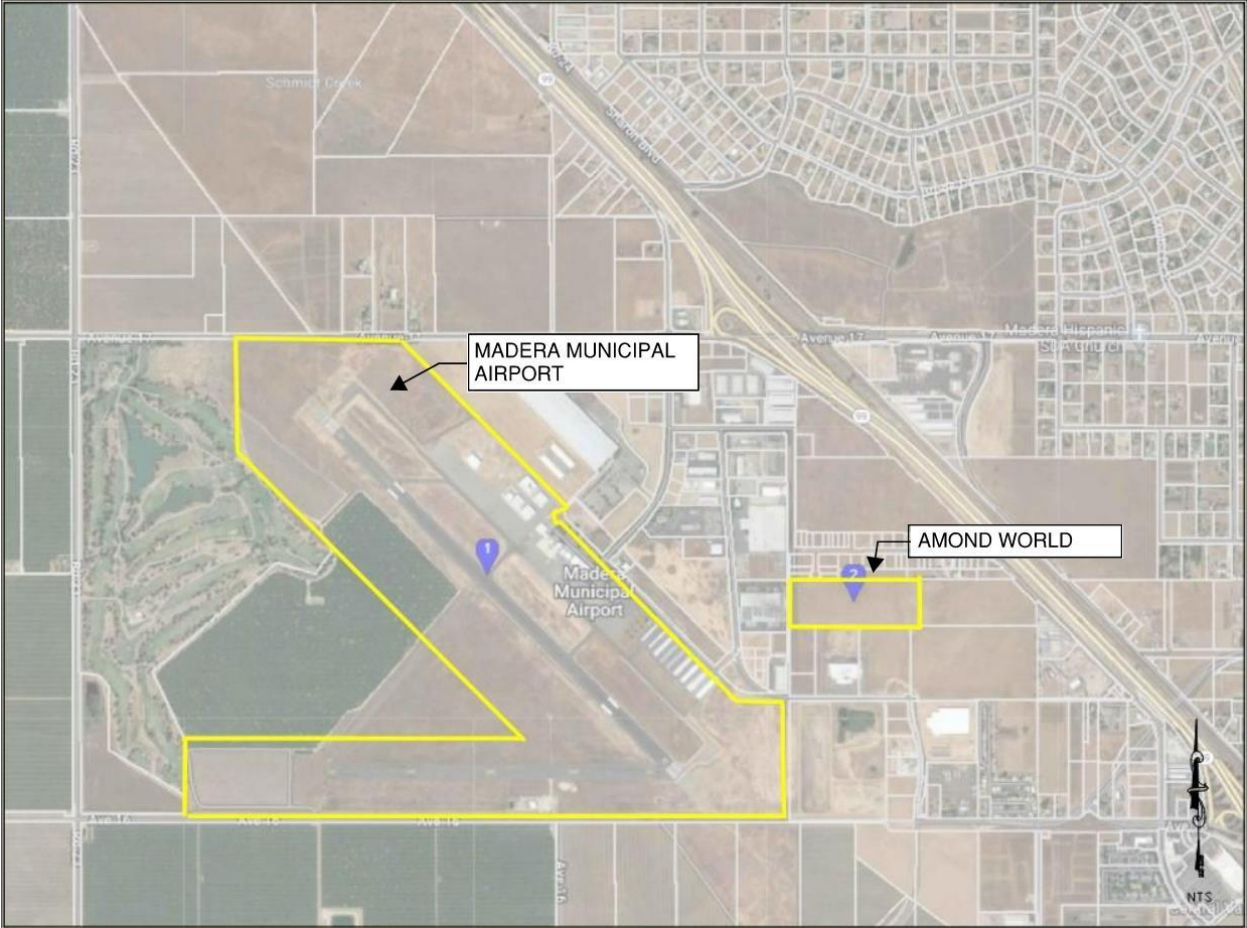
- Condor Road-
  - Street improvements including installing approximately 512 feet of frontage road and approximately 747 feet of non-project frontage road to connect Condor Road to Aviation Drive.
  - Storm Drain improvements including installing approximately 1289 linear feet of storm drain pipe
  - Sewer Main improvements including installing approximately 1259 linear feet of sewer main
  - Water Main improvements including approximately 520 linear feet of water main

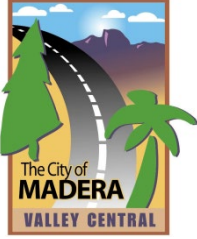
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Alicia Gonzales  
City Clerk

**Attachment 2**


Project Location Map

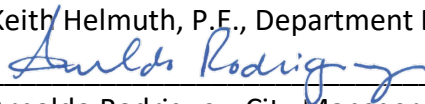




## REPORT TO CITY COUNCIL

Approved by:

  
\_\_\_\_\_  
Keith Helmuth, P.E., Department Director

  
\_\_\_\_\_  
Arnaldo Rodriguez, City Manager

Council Meeting of: November 1, 2023

Agenda Number: B-6

### SUBJECT:

2023 Call for Projects for the Congestion Mitigation and Air Quality (CMAQ) Program and Carbon Reduction Program (CRP)

### RECOMMENDATION:

Adopt a resolution approving the list of projects to be nominated for Federal Transportation Funding under the CRP and CMAQ Grant Program and Supporting Implementation of AB 1012, "Timely Use of Funding" for Federal Funding of Projects

### SUMMARY:

The City may submit applications on eligible transportation projects or programs that will contribute to attainment of maintenance of national ambient air quality standards for federal funding under the September 2023 Call for Projects of the CMAQ Competitive Grant Program and Carbon Reduction Program (CRP). For the 2023 funding cycle, there is a total of \$8.9 million in CMAQ funding available for Madera County. There is an additional \$559,290 available through the new Carbon Reduction Program (CRP) for projects designed to reduce transportation emissions. The cities of Madera and Chowchilla and the County of Madera are eligible applicants for these funds. Local matching funds are required for both programs. Exhibit "A" to the resolution lists the projects proposed for the Regional Competitive Grant. The priority order of the listed projects may be adjusted at the discretion of the Council.

### DISCUSSION:

The most recent federal transportation funding bill, Fixing America's Surface Transportation Act (FAST), maintained the Congestion Mitigation and Air Quality Improvement Program (CMAQ) originally created through federal legislation in 1991. CMAQ funds are passed through Caltrans

and programmed by the Madera County Transportation Commission (MCTC), the designated Metropolitan Planning Organization (MPO) for Madera County.

The purpose of the Congestion Mitigation and Air Quality Improvement (CMAQ) Program is to fund transportation projects or programs that will contribute to attainment of maintenance of national ambient air quality standards (NAAQS). Funding can be expended on projects to reduce ozone precursor emissions, (including nitrogen oxides (NOx) and volatile organic compounds (VOC), carbon monoxide (CO), and particulate matter (PM) emissions or PM precursor emissions from transportation. This program will also assist in meeting the intent of SB 375, also known as the Sustainable Communities and Climate Protection Act of 2008. The CMAQ program supports two important goals of the U. S. Department of Transportation (Department): improving air quality and relieving congestion.

The Carbon Reduction Program (CRP) is a federal funding program created through the Infrastructure Investment and Jobs Act (IIJA). CRP was created to reduce transportation emissions through the development of State carbon reduction strategies and by funding projects designed to reduce transportation emissions. Project eligibility is almost identical to the CMAQ program, including the provisions that projects do not involve the construction of new capacity.

Assembly Bill (AB) 1012, enacted on October 10, 1999, requires that federal funds be used in a timely manner, “use it or lose it”. Each application for CMAQ funds is subject to a formal resolution from the agency’s governing board stating that each project will meet established project delivery schedules and that staff will be directed to ensure timely delivery of the projects.

The last day MCTC will accept project applications for this Grant program is November 3, 2023.

Staff has prepared a list of projects for Council review to submit to MCTC for consideration of grant funding under the CMAQ Program 2023 Cycle and CRP. MCTC has asked the agencies to prioritize the project nominations; the listing is presented in a priority order for consideration by Council based on cost-effectiveness. The priorities may be adjusted strategically as applications are finalized.

For the current Fiscal Year, the following projects have been nominated.

1. **Alley Paving** - Staff is nominating four alley paving projects that will improve air quality by reducing dust particulate generated by traffic in these alleys. These projects help meet the San Joaquin Valley Air Pollution Control District (SJVAPCD) requirements for paving unpaved alleyways. The City has successfully implemented three similar projects through the CMAQ program. The final selection is made during the preliminary engineering phase, with alleys having the highest vehicular use receiving priority.
  - **Alley Paving Northeast Quadrant** - Pave 10 unpaved alleys within that portion of the City bounded by Yosemite Avenue and State Route (SR) 99 intersecting the northeasterly City limits.

- **Alley Paving Southeast Quadrant** - Pave 10 unpaved alleys within that portion of the City bounded by Yosemite Avenue and SR 99 intersecting the southeasterly City limits.
  - **Alley Paving Southwest Quadrant** - Pave 10 unpaved alleys within that portion of the City bounded by SR 99, Yosemite Avenue, and Howard Road intersecting the southwesterly City limits.
  - **Alley Paving Northwest Quadrant** - Pave 10 unpaved alleys within that portion of the City bounded by SR 99, Yosemite Avenue, and Howard Road intersecting the northwesterly City limits.
- 2. Shoulder Paving** – Staff has provided a list of streets with unimproved shoulders that require annual application of dust control spray. Candidate projects help meet the Air District requirements by providing a permanent surface on the unpaved shoulders. Segments were selected based on the potential for bicycle/pedestrian use of shoulders and no pending development of adjacent parcels that would be required to build improved shoulders.
- **Shoulder Paving Various Locations** - E Street from 9<sup>th</sup> Street to northeast of Clinton; Clark Street Between Owens and Country Club north side, approximately 250 feet, and Owens Street between Sherwood and Adell
- 3. Pedestrian Facilities** – Installation of sidewalks provides alternative travel modes meeting the goals of both the CMAQ and CRP programs by reducing vehicle usage.
- D Street from Sherwood Way to James Way, D Street from Clark Street to Asti St, Clark Street from D Street to west, 580 feet. Install missing sidewalk on east side of D Street. This is a candidate for both CMAQ and CRP.
  - Tulare Street Kennedy to Cleveland. Install sidewalk both sides.
  - Pine Street Sunset to 4<sup>th</sup> Street. Install sidewalk on both sides from Sunset south to 4<sup>th</sup> Street. UPRR spur line prevents extending further south.
  - Howard Road/Granada Drive abutting Town & Country Park. Install a sidewalk between Town & County Park driveways around the corner to provide a traversable path out of the roadway.
  - Almond Pine to Granada. Install sidewalks along both sides of the roadway.
  - Clinton Street from Tozer to Sunrise Rotary Sports Complex. Install sidewalks on south side of Clinton adjacent to the empty field to provide a path from Tozer to the park. This is a candidate for both CMAQ and CRP.
  - Grove/Maple Sidewalks. Install missing sidewalks along both sides of Grove Street from Olive Avenue south to end matching sidewalk to be installed by apartment complex. Install missing sidewalks along both sides of Maple Street between Pine Street and Grove Street.

**FINANCIAL IMPACT:**

The City is obligated to provide the local funding match as shown in Exhibit "A" for each project that is successful. When the successful projects are brought forward and included in the City's Capital Improvement Program budgets, the match will be sought from LTF (Local Transportation Funds), Measure T, or other available local grants and sources. It is not anticipated to obligate any General Fund monies for local matching.

**ALTERNATIVES:**

The project list could include alternative candidates. They would need to be vetted for eligibility and feasibility. Staff felt these projects best met the goals and requirements for these programs. Should the resolution not be approved, the City will be unable to submit any projects for CMAQ or CRP funding.

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit A - Project List

**Attachment 1**

Resolution

RESOLUTION NO. 23-\_\_\_\_\_

**RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, SUPPORTING IMPLEMENTATION OF AB 1012 “TIMELY USE  
OF FUNDING” REQUIREMENTS, APPROVING THE LIST OF CANDIDATE  
PROJECTS FOR FEDERAL TRANSPORTATION FUNDING UNDER THE CMAQ  
PROGRAM – 2023 CYCLE AND CARBON REDUCTION PROGRAM, AND  
AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PROJECT  
APPLICATIONS TO THE MADERA COUNTY TRANSPORTATION  
COMMISSION**

**WHEREAS**, Congestion Mitigation and Air Quality (CMAQ) funds are allocated by the Madera County Transportation Commission (MCTC) pursuant to the Fixing America’s Surface Transportation Act (FAST) for Users to receive CMAQ funds; and

**WHEREAS**, local matching funds in the amount of 11.47% of the project cost will be provided by the City of Madera as required to receive CMAQ funds; and

**WHEREAS**, the MCTC has allocated a “Regional Competitive Grant Program” amount of \$2,199,909 of CMAQ funds for local agencies and private/public partnerships; and

**WHEREAS**, MCTC requested application packages for the proposed projects, outlining the intended uses for the CMAQ funds for submittal by November 3, 2023; and

**WHEREAS**, a list of projects to be nominated for the 2023 Cycle of the CMAQ Program and CRP funds has been prepared and is attached hereto as Exhibit “A”; and

**WHEREAS**, MCTC will review and prioritize the project applications for funding.

**WHEREAS**, AB 1012 has been enacted into State law in part to provide for the “timely use” of Federal and State funding; and

**WHEREAS**, the City of Madera is able to apply for and receive Federal and State funding under Federal transportation legislation; and

**WHEREAS**, the City of Madera desires to ensure that its projects are delivered in a timely manner to preclude the Madera Region from losing those funds for non-delivery; and

**WHEREAS**, it is understood by the City of Madera that failure for not meeting project delivery dates for any phase of a project may jeopardize Federal or State funding to the Region.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY** resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The City of Madera hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.
3. The City of Madera understands that failure to meet project delivery deadlines may be deemed as sufficient cause for the Madera County Transportation Commission Policy Board to terminate an agency's project and reprogram Federal/State funds as deemed necessary.
4. The City of Madera directs its management and engineering staffs to ensure all CMAQ projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the City Council of the City of Madera.
5. The project list for nominations for the 2023 Cycle of CMAQ funds allocated by the MCTC for the Regional Competitive Grant Program and Carbon Reduction Program attached hereto and incorporated by reference as Exhibit "A" is approved.
6. The City Engineer is authorized to submit the project applications to the Madera County Transportation Commission for review, prioritizing and funding approval.
7. This resolution is effective immediately upon adoption.

\* \* \* \* \*

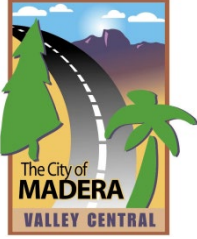
## Exhibit A

### PROJECT LIST FOR THE CMAQ REGIONAL COMPETITIVE GRANT PROGRAM – 2023 Cycle and CARBON REDUCTION PROGRAM (CRP)

Project Description	Projected Cost Effectiveness (\$/lb. reduced)*	CMAQ (Max 88. 53%)	Local Match (Min 11. 47%)	Total
Alley Paving Northeast Quadrant	< 2\$	\$830,000	\$110,000	\$940,000
Alley Paving Southeast Quadrant	< 2\$	\$830,000	\$110,000	\$940,000
Alley Paving Northwest Quadrant	< 2\$	\$640,000	\$85,000	\$725,000
Alley Paving Southwest Quadrant	< 2\$	\$640,000	\$85,000	\$725,000
Shoulder Paving – Various Locations Owens Street between Sherwood and Adell; Clark Street east of Country Club Drive; E Street between Clinton and 9th	\$2 - \$100	\$500,000	\$65,000	\$565,000
Clinton Street from Tozer to Sunrise Rotary Sports Complex**	>\$200	\$175,000	\$25,000	\$200,000
Pedestrian Facilities – Howard Road/Granada Drive abutting Town & Country Park**	>\$200	\$150,000	\$20,000	\$170,000
Pedestrian Facilities – D Street D Street between from Sherwood to James Way and Clark to Asti; Clark Street from D Street to 580 feet to the east**	>\$200	\$140,000	\$20,000	\$160,000
Pedestrian Facilities – Tulare Street Sidewalks, Kennedy to Cleveland	>\$200	\$300,000	\$40,000	\$340,000
Pedestrian Facilities – Grove Street/Maple Street Sidewalks	>\$200	\$350,000	\$50,000	\$400,000
Pedestrian Facilities – Pine Street Sunset Avenue to 4 <sup>th</sup> Street	>\$200	\$320,000	\$45,000	\$365,000
Almond Avenue from Pine Street to Granada Drive	>\$200	\$955,000	\$125,000	\$1,080,000
<b>TOTAL</b>		<b>\$5,830,000</b>	<b>\$780,000</b>	<b>\$6,610,000</b>


\* As calculated at time of report. May be revised higher or lower with updated technical information on the estimated emission reductions.

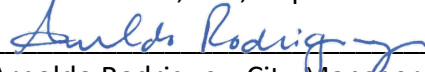
\*\*These projects will be submitted under both the CMAQ and CRP grants. The local match will be higher at 20 percent as required by CRP.



## REPORT TO CITY COUNCIL

Approved by:

  
\_\_\_\_\_  
Keith Helmuth, P.E., Department Director

  
\_\_\_\_\_  
Arnaldo Rodriguez, City Manager

Council Meeting of: November 1, 2023

Agenda Number: B-7

### SUBJECT:

Accepting Remaining Off-Site Improvements for the Varbella Estates II Subdivision

### RECOMMENDATION:

Adopt a resolution:

1. Accepting remaining off-site improvements for the Varbella Estates II Subdivision
2. Authorize the filing of the Notice of Acceptance for said off-site improvements

### SUMMARY:

The Subdivider, DMP Development Corporation, a California Corporation, and Valley Land Development, a California Limited Liability Company (collectively Subdivider), have completed the remaining off-site public improvements in accordance with the approved Improvement Agreement (Agreement) and improvement plans. The Subdivider has paid all required fees and submitted a warranty bond for the completed improvements. It is recommended that the City Council (Council) accept the remaining improvements that have been completed for the Varbella Estates II Subdivision (Subdivision).

### DISCUSSION:

The Subdivision is a two-phased residential development between Pecan Avenue and Gary Lane and Stadium Avenue and Monterey Street (See Attachment 2 for that area encompassing Phase II). Council approved the Final Map on October 21, 2020. On November 17, 2021, Council accepted a portion of the improvements that included streets interior to the subdivision. The Subdivider has recently completed the remaining off-site public improvements in accordance with the Agreement and improvement plans. Approval of the resolution will result in acceptance of specific improvements listed below as defined by the Agreement:

- Pecan Avenue- Street improvements including paving, landscaped median, curb & gutter, sidewalk, streetlights and undergrounding of utilities between Monterey Street and a point approximately 700 feet west of Monterey Street.
- Monterey Street - Street improvements between Pecan Avenue and Gary Lane.

It is appropriate for the City to accept the completed improvements as the previously mentioned improvements have been implemented in accordance with City Specifications and conform to current City Standards and as required by the Conditions of Approval for the Subdivision. The improvements proposed for acceptance as part of the action represent the second and final acceptance of improvements associated with the Subdivision.

Acceptance of the public improvements required of the Subdivider is permitted per Section 10-2.712.3 of the Madera Municipal Code. The Subdivider has previously paid all required fees and provided payment and performance bonds sufficient to cover uncompleted work. Performance bonds are returned following acceptance in accordance with 10-2.708.7.1 of the Madera Municipal Code.

**FINANCIAL IMPACT:**

Acceptance of this subdivision will result in the transfer of maintenance and resulting costs from the Subdivider to the City.

**ALTERNATIVES:**

Should the City not accept the completed improvements, the developer may not request reimbursement for those improvements eligible for reimbursement through the Development Impact Fee Program.

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit A: Notice of Acceptance
2. Project Location Map

**Attachment 1**

Resolution

**RESOLUTION NO. 23 - \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, ACCEPTING REMAINING OFF-SITE IMPROVEMENTS FOR THE  
VARBELLA ESTATES II SUBDIVISION, AND AUTHORIZING THE FILING OF A  
NOTICE OF ACCEPTANCE FOR SUCH IMPROVEMENTS**

**WHEREAS**, the Subdivider, DMP Development Corporation, a California Corporation, and Valley Land Development, a California Limited Liability Company (collectively Subdivider), has requested acceptance of the remaining off-site improvements for the Varbella Estates II Subdivision, and has submitted the required Warranty Bond; and

**WHEREAS**, the off-site improvements consist primarily of street improvements on Pecan Avenue and Monterey Street; and

**WHEREAS**, the City Engineer has certified to this Council that the required remaining off-site improvements for Varbella Estates II Subdivision, have been completed.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY** finds, orders, and resolves as follows:

2. The above recitals are true and correct.
3. The subdivider has completed the final off-site improvements for Varbella Estates II Subdivision, within the following right-of way:
  - Pecan Avenue- Street improvements including paving, landscaped median, curb & gutter, sidewalk, streetlights and undergrounding of utilities between Monterey Street and a point approximately 700 feet west of Monterey Street.
  - Monterey Street - Street improvements between Pecan Avenue and Gary Lane.
4. The City Clerk is hereby authorized and directed to record a Notice of Acceptance as required by Section 10-2.712.2 of the Madera Municipal Code.

\* \* \* \* \*

**Exhibit A**

Notice of Acceptance

Recording Requested By:  
City of Madera  
When Recorded, Return To:  
City Clerk  
City of Madera  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637

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Fee Waived Per Section 27383 of the Government Code

**NOTICE OF ACCEPTANCE  
OF SUBDIVISION IMPROVEMENTS**

NOTICE IS HEREBY GIVEN that on November 1, 2023, the City Council of the City of Madera confirmed the satisfactory completion of the remaining off-site improvements as shown on the plans for Varbella Estates II Subdivision, described as:

- Pecan Avenue- Street improvements including paving, landscaped median, curb & gutter, sidewalk, streetlights and undergrounding of utilities between Monterey Street and a point approximately 700 feet west of Monterey Street.
- Monterey Street - Street improvements between Pecan Avenue and Gary Lane.

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

By: \_\_\_\_\_

Alicia Gonzales

City Clerk

**Attachment 2**

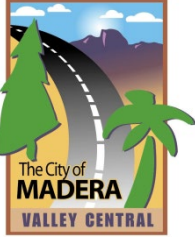
Project Location Map



**CITY OF MADERA**  
**ENGINEERING DEPARTMENT**  
 428 E. YOSEMITE  
 MADERA, CA 93638

VARBELLA ESTATES II  
 TRACT 20-S-01

DR BY: RR  
 CH BY: \_\_\_\_\_  
 DATE: 11/10/21  
 SCALE: NTS  
 SHT 1 OF 1



## REPORT TO CITY COUNCIL

**Approved by:**

*Giachino Chiaramonte*  
Giachino Chiaramonte, Chief of Police

*Arnoldo Rodriguez*  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** November 1, 2023

**Agenda Number:** B-8

**SUBJECT:**

Community Correction Partnership 2023/24 Budget

**RECOMMENDATION:**

Adopt Resolutions:

1. Accepting \$185,128 from the Community Corrections Partnership to pay for a Police Officer under the Special Investigations Unit (SIU) and amending the Memorandum of Understanding between the City of Madera and County of Madera to reflect the total agreement amount of \$327,428
2. Appropriating \$185,128 in the City's Fiscal Year 2023/24 Adopted Budget for the salary and benefits of one Police Officer in the SIU

**SUMMARY:**

The City and the County of Madera (County) entered an agreement on December 3, 2013, to allocate funds from the Community Corrections Partnership's (CCP) budget to fund a full-time Police Officer for assignment to SIU. The City recently requested the CCP fund an additional Police Officer in SIU for \$185,128. This request was approved at the CCP's July 26, 2023 meeting.

**DISCUSSION:**

Signed into law in 2011, Assembly Bill 109 (AB 109) shifted the responsibility of monitoring low-level offenders from the jails to local jurisdictions. The goal was to reduce the number of inmates in State prisons. The State reassigned funds from the jails to local community corrections and county programs to assist with the new law's requirements.

Per the existing Memorandum of Understanding (MOU), CCP has provided \$142,300 to fund one Police Officer in the SIU task force. Due to the influx of the SIU caseload primarily pertaining to AB 109 defenders, the City requested that the CCP fund the fully loaded salary of a second Police

Officer. This request was approved at the CCP committee meeting on July 26, 2023. With the addition of a second Police Officer, the existing MOU between the City and County must be amended, including the update. The amendment to the agreement is attached as Exhibit A.

**FINANCIAL IMPACT:**

The City's adopted Fiscal Year 2023/24 budget did not anticipate the increased allocation. The requested action would also amend the City's annual budget to reflect the additional \$185,128 in revenue and associated expenditures. The line-item detailed budget amendment is attached as Exhibit B.

**ALTERNATIVES:**

The City Council (Council) may deny the funds, canceling the need to update the current agreement with Madera County. In addition, Council may request staff return with additional information.

**ATTACHMENTS:**

1. Resolution accepting the funds from CCP and amending the MOU
  - a. Exhibit A: First Amendment to the MOU
2. Resolution amending the City's budget
  - a. Exhibit B: Budget amendment

**RESOLUTION NO. 23-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
ACCEPTING \$185,128 FROM THE COMMUNITY CORRECTIONS  
PARTNERSHIP TO PAY FOR A POLICE OFFICER UNDER THE SPECIAL  
INVESTIGATIONS UNIT AND AMENDING THE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CITY OF MADERA AND COUNTY OF  
MADERA TO REFLECT THE TOTAL AGREEMENT AMOUNT OF \$327,428**

**WHEREAS**, On December 3, 2013, the City of Madera (City) and the County of Madera (County) entered an agreement to fund the salary of an officer conducting enforcement related to Assembly Bill 109; and

**WHEREAS**, the City of Madera requested additional funds from the Community Corrections Partnership (CCP) to cover the salary and benefits of a second Police Officer totaling \$185,128; and

**WHEREAS** On July 26, 2023, during its committee meeting, CCP approved the City's request; and

**WHEREAS**, the total amount of the agreement shall be increased by \$185,128, totaling an annual appropriation of \$327,428; and

**WHEREAS**, the City and County have drafted an Amendment to the MOU that is in the best interest of both parties; and

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

1. The above recitals are true and correct.
2. The City Council accepts the funds for \$185,128 for a total agreement amount of \$327,428.
3. The First Amendment to the MOU with the County, a copy of which is attached hereto as Exhibit A, is approved.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## EXHIBIT A

### **FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MADERA AND COUNTY OF MADERA**

This FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (“First Amendment”) is made and entered into effective July 1, 2023, (“Effective Date”), by and between the City of Madera, a California municipal corporation (“City”) and County of Madera, a political subdivision of the State of California (“County”)

#### **RECITALS**

WHEREAS, On December 3, 2013, the City entered into a Memorandum of Understanding (“Agreement”) with the County of Madera for Community Corrections Partnership (CCP) to fund one Madera Police Officer; and

WHEREAS, the CCP committee has authorized additional funding to cover the salary and benefits of another Madera Police Officer; and

WHEREAS, the parties wish to amend the Agreement to reflect the increased funding amount and to update language that has become obsolete among the two parties.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Amendment to Section 1: Section 1 of the Agreement is amended to read as follows:
  1. SCOPE. COUNTY, by this MOU, authorizes expenditure of Community Corrections Partnership funds for Fiscal Year 2013-2014 in an amount not to exceed One Hundred Forty Two Thousand Three Hundred Dollars (\$142,300.00). Such funds shall be paid to CITY for purposes of funding one (1) full-time sworn police officer for assignment to MADNET or MADGET for fiscal year 2013-2014. Payment shall be made at the end of each quarter for services provided during that quarter, upon acceptance and approval of CITY's invoice to COUNTY detailing those services. Invoices shall be delivered or mailed to COUNTY at its address for notices in Paragraph 11 of this agreement. This

funding is intended to be inclusive of all of CITY's costs of employment of such police officer, including, but not limited to: hiring, training, wages and benefits. Notwithstanding the foregoing, starting Fiscal Year 2023-2024 COUNTY, by this MOU, authorizes expenditure of Community Corrections Partnership funds for Fiscal Year 2023/2024 in an amount not to exceed Three Hundred Twenty Seven Thousand Four Hundred Twenty Eight Dollars (\$327,428). Such funds shall be paid to CITY for purposes of funding (2) full-time sworn police officer for assignment to Special Investigations Unit ("SIU") for fiscal year 2023/2024. Payment shall be made at the end of each quarter for services provided during that quarter, but due no earlier than the effective date of the First Amendment upon acceptance and approval of CITY's invoice to COUNTY detailing those services. Invoices shall be delivered or mailed to COUNTY at its address for notices in Paragraph 11 of this agreement. This funding is intended to be inclusive of all of CITY's costs of employment of such police officer, including, but not limited to: hiring, training, wages and benefits.

3. Amendment to Section 2: Section 2 of the Agreement is amended to read as follows:

- 2. TERM. The term of this MOU shall commence July 1, 2023, and shall be in effect through June 30, 2024. Thereafter, this MOU shall renew for successive periods of one year without further action of the parties unless terminated at least sixty (60) days prior to the expiration of the then-current term. Notwithstanding the foregoing, the parties acknowledge that funding for the police officer position(s) contemplated by this MOU is dependent upon continued AB 109 funding, which funding may be changed by the Legislature. In the event of such funding change, this MOU may be terminated by COUNTY upon thirty (30) days' notice.

IN WITNESS WHEREOF, the parties have executed this First Amendment at Madera, California, the day and year first above written.

CITY OF MADERA

COUNTY OF MADERA

By. \_\_\_\_\_  
Santos Garcia, Mayor

By. \_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Alicia Gonzales, City Clerk

\_\_\_\_\_  
Clerk, Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon Chaffin, City Attorney

\_\_\_\_\_  
County Counsel

**RESOLUTION NO. 23-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
APPROPRIATING \$185,128 IN THE CITY'S ADOPTED BUDGET FOR SALARY  
AND BENEFITS OF ONE OFFICER IN THE SPECIAL INVESTIGATIONS UNIT**

**WHEREAS**, the City of Madera has an Adopted Budget for Fiscal Year 2023/24; and

**WHEREAS**, the City desires to amend the Adopted Budget to reflect the acceptance of \$185,128 to cover the salary and benefits of a police officer; and

**WHEREAS**, an amendment to the Adopted Budget is required to appropriate funds as the additional revenue was not anticipated during budget development and approval.

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

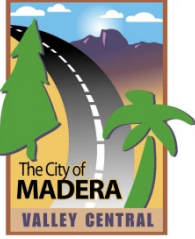
1. The above recitals are true and correct.
2. Funds shall be appropriated in the Fiscal Year 2023/24 Adopted Budget in the amount of \$185,128 into the CCP account to fund the salary and benefits of a police officer.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**EXHIBIT B**

**CITY OF MADERA FISCAL YEAR 2023/24 BUDGET APPROPRIATION  
FOR FUNDS PROVIDED BY COMMUNITY CORRECTIONS PARTNERSHIP**

<b>FUND</b>	<b>ORG CODE</b>	<b>OBJECT CODE</b>	<b>DESCRIPTION</b>	<b>(+)</b>	<b>(-)</b>
<b><u>Community Corrections Partnership</u></b>					
1020	10202020	4659	Refunds and Reimbursements	142,300	
1020	10202020	5000	Salaries/Full Time		122,112
1020	10202020	5110	Salaries/Uniform		2,034
1020	10202020	5300	Public Employee Retirement		41,822
1020	10202020	5302	Long Term Disability		265
1020	10202020	5303	Life Insurance		82
1020	10202020	5304	Worker's Compensation		11,193
1020	10202020	5305	Medicare Tax		1,972
1020	10202020	5306	Unfunded Accrued Retirement Liability		46,604
1020	10202020	5309	Unemployment Insurance		134
1020	10202020	5310	Section 125 Benefits		53,084
1020	10202020	8200	Transfer Out	137,002	
4781	47810410	4434	Grants		327,428
4781	47810410	4355	Transfer In		137,002
4781	47810410	5000	Salaries/Full-Time	244,960	
4781	47810410	5110	Salaries/Uniform	3,051	
4781	47810410	5300	Public Employee Retirement	56,243	
4781	47810410	5302	Long Term Disability	427	
4781	47810410	5303	Life Insurance	132	
4781	47810410	5304	Workers Compensation	25,099	
4781	47810410	5305	Medicare Tax	3,479	
4781	47810410	5306	Unfunded Accrued Retirement Liability	46,604	
4781	47810410	5309	Unemployment Insurance	260	
4781	47810410	5310	Section 125 Benefits	84,175	
<b>TOTALS</b>				<b>743,732</b>	<b>743,732</b>



## REPORT TO CITY COUNCIL

**Approved by:**

*Giachino Chiaramonte*  
Giachino Chiaramonte, Chief of Police

*Arnoldo Rodriguez*  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** November 1, 2023

**Agenda Number:** B-9

**SUBJECT:**

California Department of Justice Tobacco Grant Program

**RECOMMENDATION:**

Adopt a Resolution accepting the California Department of Justice Tobacco Grant Program in the amount of \$42,227

**SUMMARY:**

On October 12, 2023, the California Department of Justice (CDOJ) notified the City that it was a recipient of the California Healthcare, Research and Prevention Tobacco Tax Act Grant Program in the amount of \$42,227 for the next three fiscal years.

**DISCUSSION:**

Approved by California voters in 2016, Proposition 56 increased taxes on cigarettes and other tobacco products in April 2017. The initiative allocates a portion of annual revenue to the CDOJ to provide funds to agencies as they work to reduce illegal tobacco sales. For Fiscal Year 2023/24, approximately \$24.6 million was made available for disbursement.

The City previously received the grant in 2021 with a total award amount of \$286,314 over four years, an average of \$71,578 per year. The previous grant provided funding for one Neighborhood Preservation Specialist and sunsets at the end of the current fiscal year. With the recent award totaling \$42,227, or approximately \$14,075 per year, the CDOJ has provided funding to cover overtime for officers conducting retail inspections and participating in educational events for youth.

Grantees may use grant funds to enforce a local ordinance or State law related to the illegal sale and marketing of tobacco products, including e-cigarettes, to minors and youth, including, but not limited to:

- Retailer compliance checks
- Retailer training programs
- Public education outreach
- Parent engagement and education
- Tobacco retail license compliance
- Preventing and deterring use of tobacco products on school premises

The City was awarded a total of \$42,227. The funds are distributed over three fiscal years as follows:

<b>Table 1: Award Amount for 3 years in the amount of \$42,227</b>			
<i>Category of Expenditure</i>	<i>Fiscal Budget Year</i>		
	<i>2024/25</i>	<i>2025/26</i>	<i>2026/27</i>
Personal Services	\$11,739	\$11,739	\$11,739
Operating Expenses and Equipment	\$1,900	\$1,700	\$1,400
Administrative Costs (Not to Exceed 5%)	\$681	\$672	\$657
<b>Total per fiscal year</b>	<b>\$14,320</b>	<b>\$14,111</b>	<b>\$13,796</b>

The funds will cover overtime for officers working retail compliance checks, inspections, and youth educational events. In addition, the grant provides funds for educational pamphlets and signs, and administrative costs for preparation of required reporting and accounting.

Unfortunately, the reduction of over \$57,500 per year is expected to have a detrimental impact on the City’s ability to proactively target illegal sales of tobacco products that the community has come to expect.

**FINANCIAL IMPACT:**

The requested action would not impact the City’s current budget as this grant provides funding for the Fiscal Year 2024/25 Budget. However, with the reduced funding, unless additional grant funding is secured or the City’s service delivery model is recalibrated, the General Fund may have to absorb the cost of retaining the NPS position in future budget years.

**ALTERNATIVES:**

The City Council (Council) may deny the grant funds, halting most of the department’s ability to perform special activities related to the illegal sales of tobacco products. Furthermore, the Council may request staff return with additional information.

**ATTACHMENTS:**

1. Resolution accepting the grant funds
2. Grant award letter

**RESOLUTION NO. 23-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
ACCEPTING THE CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT  
PROGRAM IN THE AMOUNT OF \$42,227**

**WHEREAS**, the City of Madera Police Department is responsible for the safety of the citizens of the community; and

**WHEREAS**, the Madera Police Department has a desire to prevent the illegal sale and marketing of tobacco products, including e-cigarettes, to minors; and

**WHEREAS**, The City of Madera (City) applied for the 2023/24 California Department of Justice (CDOJ) Tobacco Grant (Grant); and

**WHEREAS**, On October 12, 2023 the City was notified that it was a recipient of the grant; and

**WHEREAS**, the City wishes to accept the grant in the amount of \$42,227 to cover overtime costs of special enforcement, administrative costs to service the grant and purchase educational materials.

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

1. The above recitals are true and correct.
2. The Chief of Police is authorized to execute any documents related to the receipt of funding.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*



DIVISION OF OPERATIONS  
OFFICE OF THE CHIEF  
GRANT SERVICES BRANCH  
TOBACCO GRANT PROGRAM  
P.O. Box 160187  
Sacramento, CA 95816-0187  
Telephone: (916) 210-6422  
E-Mail Address: TobaccoGrantRFP@doj.ca.gov

October 11, 2023

Giachino Chiamonte, Commander  
Madera Police Department  
330 South C Street  
Madera, CA 93638

Re: Tobacco Grant Award Notification Fiscal Year 2023-24 (RFP: DOJ-PROP56-2023-24-1)

Dear: Commander Chiamonte

Congratulations! On behalf of the California Department of Justice (DOJ), Tobacco Grant Program, I am pleased to inform you that your agency's grant application for the fiscal year 2023-24 grant cycle has been approved for grant funds authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016. The total amount of your agency's grant award is \$42,227.

The Tobacco Grant Program's award process is highly competitive, and for the 2023-24 grant cycle, the Department received over \$48 million in requests. As noted in the application materials, grant funding prioritized support for local retailer enforcement and education efforts, including enforcement of flavored tobacco bans. Consequently, some awards were approved with modifications based upon funding priorities.

**To accept the 2023-24 grant award, please complete and return the following by email within 15 calendar days of the date of this letter:**

1. Signed Letter of Intent (template attached), affirming either:
  - a. Your agency will seek a resolution from the governing body to accept the award (*if your agency has a governing body*); or
  - b. No governing body exists and no resolution is required.
15. Summary of Award (template attached)

Please email the signed Letter of Intent and Summary of Award as indicated above to [TobaccoGrantRFP@doj.ca.gov](mailto:TobaccoGrantRFP@doj.ca.gov) with the subject line including the name of your agency: "FY 23-24\_Letter of Intent\_Madera Police Department." Upon receipt of this information, the Department will provide your agency with additional documents for execution/use (e.g.,

October 11, 2023

Page 2

Memorandum of Understanding, Grantee Handbook, etc.). These documents will contain more information about the process for reimbursement and other important details. Activities for reimbursement under this grant may commence November 1, 2023.

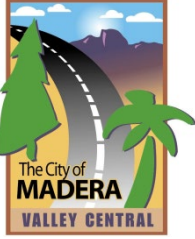
Should you have any questions regarding this letter or the required follow up information, please email [TobaccoGrantRFP@doj.ca.gov](mailto:TobaccoGrantRFP@doj.ca.gov).

Sincerely,

STACY HEINSEN  
Manager, Tobacco Grant Program

For ROB BONTA  
Attorney General

Attachments:  
Letter of Intent  
Summary of Award  
Budget Detail



## REPORT TO CITY COUNCIL

**Approved by:**

*Giachino Chiaramonte*  
Giachino Chiaramonte, Chief of Police

*Arnoldo Rodriguez*  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** November 1, 2023

**Agenda Number:** B-10

**SUBJECT:**

Donation from the United Police Canine Partnership

**RECOMMENDATION:**

Adopt a Resolution accepting a donation of \$9,500 for the City's Detection K-9 Labrador from the United Police Canine Partnership non-profit organization

**SUMMARY:**

The United Police Canine Partnership (UPCP) donated \$9,500 for a detection K-9 Labrador to the Police Department. City policy requires Council to formally accept donations over \$1,000 in value. The requested action would accept the donation of the detection K-9 and shift the responsibility of the animal to the City's K-9 program. This would increase the City's K-9 unit from 2 dogs to 3. Two dogs are for detection, while the other is an apprehension dog.

**DISCUSSION:**

The UPCP is a non-profit foundation that supports law enforcement K-9 programs throughout the State. The foundation provides law enforcement agencies with equipment to start and sustain a successful K-9 program. The UPCP recently expressed their desire to donate a detection K-9, adding a detection Labrador. Said dog is instrumental to the success of the City's K-9 program as it relates to community involvement. This objective is particularly true as legislation and policing tactics are beginning to pivot from apprehension of K-9s, or in layman's terms, traditional bite dogs, to tracking, trailing, and detection dogs. This would add a second detection dog to the City.

Detection K-9s are used to search for drug paraphernalia and weapons on a person's property and are commonly used for community policing. Unlike apprehension K-9s, detection K-9s can be petted by community members. Furthermore, detection dogs serve as a barrier of protection between danger and our officers. The K-9s alert our officers to proceed with caution when they

detect the presence of drugs and/or weapons. While detection K-9s have police duties, they are expected to be involved in community events such as school site visits, parades, and holiday gatherings. With the ability to be approached by community members, detection K-9s serve as a magnet for the youth. Building relationships between the youth and Police Officers is crucial in establishing an open line of communication that promotes positive habits during adolescence and beyond.

**FINANCIAL IMPACT:**

The Police Department has already received the detection K-9 and is recommending accepting the donation to offset the City's expenses by \$9,500. The dogs arrive untrained, and the City is responsible for covering the cost of training and monthly recurring training. The one-time training costs \$5,000, with monthly recurring training costing \$250. In addition, each Officer assigned to a K-9 receives a stipend of \$162.75 biweekly for a yearly cost of \$4,231. The cost to the City is approximately \$21,731 for the first year. However, if the donation is accepted, the City's total cost would be reduced to \$12,231.

**ALTERNATIVES:**

The City Council may deny the donation from UPCP, and request staff identify an alternative funding source. In addition, Council can request staff return with additional information pertaining to the non-profit or the City's K-9 program.

**ATTACHMENTS:**

1. Resolution accepting donation from UPCP
2. Letter from UPCP

**RESOLUTION NO. 23-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
ACCEPTING A DONATION OF A DETECTION K-9 LABRADOR FROM THE  
UNITED POLICE CANINE PARTNERSHIP**

**WHEREAS**, the City of Madera (City) received a donation of a detection K-9 from United Police Canine Partnership (UPCP); and

**WHEREAS**, City policy requires the City Council to formally accept donations greater than \$1,000; and

**WHEREAS**, the City believes the donation will positively impact community partnerships as the detection K-9 will participate in events such as school site visits and large community gatherings; and

**WHEREAS**, the City wishes to accept the donation and include the detection K-9 in its existing K-9 program.

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

1. The above recitals are true and correct.
2. The donation provided by the United Police Canine Partnership is accepted.
3. This resolution is effective immediately upon adoption.

\* \* \* \* \*



# United Police Canine Partnership

**Date:** 8/24/23

**Agency:** Madera Police Department

**Mailing Address:** 330 S. C Street Madera, Ca 93638

Madera Police Department,

Thank you for allowing our foundation to purchase a Detection K9 Labrador for your K-9 program. We appreciate your service and dedication to your community.

I just wanted to provide you with a brief overview of our Non-Profit. The United Police Canine Partnership is a 501(c)(3) foundation that supports law enforcement K-9 programs throughout the state of California. We provide law enforcement agencies with necessary equipment to start and sustain a successful K-9 Program.

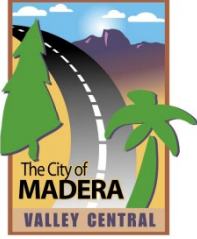
We are very excited for your new K9 handler and your department. Our foundation understands the need and advantages that a K9 brings to a community. We wish you the best and stay safe. If you have any questions, feel free to reach out.

**Representative's Signature:** 

**Representative's Name:** Ryan Vasquez

**Title:** President    **Date:** 08/24/2023





## REPORT TO CITY COUNCIL

**Approved by:**

*Michael Lima*

Michael Lima, Director of Financial Services

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

**Council Meeting of:** November 1, 2023

**Agenda Number:** C-1

**SUBJECT:**

Consider an Ordinance to Update Certain Fines Detailed in the Madera Municipal Code

**RECOMMENDATION:**

Waive full reading and introduce an Ordinance of the City Council of the City of Madera amending Sections 1-9.06(A) and (B), 3-2.08, 5-3.31, and 5-4.06 (I) of the Madera Municipal Code to update various fines

**SUMMARY:**

The California Government Code (Government Code) allows for cities to enact ordinances that define what is a public nuisance within that community. The Government Code also allows cities to set civil penalties up to certain limits. The City has utilized the language in the Government Code to establish various fine amounts in the Madera Municipal Code. As many of these fine amounts have not been adjusted in several years, staff is proposing to adjust them to improve their deterrent value. Ordinances go into effect on the 31<sup>st</sup> day after the second reading.

**DISCUSSION:**

California Government Code Sections 36901, 38771, and 38773.5(a) gives the City the authority to establish ordinances that define a public nuisance for the community, provide for the recovery of reasonable attorney's fees in any action to abate a public nuisance and impose fines for violations of these ordinances. The Government Code also specifies that the fine cannot be more than \$1,000 for misdemeanors and \$500 for administrative citations for infractions. The City has utilized this Government Code language to establish several public nuisance ordinances and associated fines for infractions against those ordinances in the Madera Municipal Code (MMC).

As part of the Fiscal Year (FY) 2023/24 Budget process, staff reviewed the fines to determine if they were sufficient to continue serving as a deterrent to public nuisance behavior. One component of that review was noting the last time the fine had been adjusted, taking into account how inflation can reduce deterrent effect, and determining whether intervening updates in the law would warrant additional refinement. Based on this, staff recommends updating four types of fines within the MMC. They are listed below, followed by a synopsis of each.

1. Administrative Citation Fines – MMC Section 1-9.06 (A) and (B)
2. Emergency Services Fines – MMC Section 3-2.08
3. Construction/Demolition Debris Disposal Violations – MMC Section 5-3.31
4. Sewage Disposal Enforcement – MMC Section 5-4.06 (I)

**1. Administrative Citation Fines – MMC Section 1-9.06 (A) and (B)**

Section 1-9 of the MMC sets up an administrative citation program to provide a method of enforcing violations of the Municipal Code. A portion of that section (Section 1-9.06) sets fines that are assessed through that program. These fines are subject to California Civil Code Section 2929.3, which prescribes a maximum fine of \$1,000. The MMC’s fines for this program have not been increased since 2014.

Staff is recommending that the fines be adjusted by \$25 per fine category, with the exception of third/subsequent citations for violations not automatically or expressly deemed infractions under the Municipal Code (which are already at the \$1,000 maximum). Table 1 summarizes the current fines and the proposed fines.

<b>Table 1: Existing vs. proposed fines</b>		
<b>Code Enforcement Fine</b>	<b>Current Rate</b>	<b>Proposed Rate</b>
First Administrative Citation – Violation not automatically or expressly deemed infraction (i.e., misdemeanors).	\$100	\$125
Second Administrative Citation – Violation not automatically or expressly deemed infraction (i.e., misdemeanors).	\$500	\$525
Third Administrative Citation – Violation not automatically or expressly deemed infraction (i.e., misdemeanors).	\$1,000	\$1,000
First Administrative Citation – Violation automatically or expressly deemed infraction.	\$75	\$100
Second Administrative Citation – Violation automatically or expressly deemed infraction.	\$200	\$225
Third Administrative Citation – Violation automatically or expressly deemed infraction.	\$500	\$500

**2. Emergency Services Fines – MMC Section 3-2.08**

MMC Section 3.2 establishes an Emergency Services function within the City and defines the roles for that function. At the end of the Section, a fine is defined for anyone who either hinders an Emergency Services member from performing their duties, undertakes an act in the service of this function which is otherwise forbidden by law or regulation, or impersonates a member the Emergency Services function. The fine is defined as “...not to exceed \$500...” This language was last updated in 1972, and the fine amount has become less of a deterrent over the last 50+ plus years due to inflationary effects.

As fine is associated with a misdemeanor, it can be increased to \$1,000. Consequently, staff is recommending that the language “a fine of not to exceed \$500” be removed and replaced with “a fine of \$1,000.” This language also acknowledges intervening refinements in the law since the last update.

### 3. Construction/Demolition Debris Disposal Violations – MMC Section 5-3.31

MMC Section 5-3.30 creates requirements for the disposal of construction and demolition debris. An administrative penalty for violating MMC Section 5.3-30 of “...up to \$1,000 for each project” is detailed in MMC Section 5-3.31. This section was last updated in 2008.

Staff is recommending that the language “The amount of the penalty may be up to \$1,000 for each project” be removed and replaced with “The amount of the penalty shall be \$1,000 for each project.” This language also acknowledges intervening refinements in the law since the last update.

### 4. Sewage Disposal Enforcement – MMC Section 5-4.06 (I)

MMC Title V, Chapter 4 details various requirements and regulations for utilizing the City’s sewage disposal system. The penalties for violating these requirements and regulations are detailed in MMC Section 5-4.06. Subsection I of Section 5-4.06 defines a violation of the sewage disposal regulations by any individual as a misdemeanor; punishable by jail time or a fine “...not to exceed \$500.” This section was last modified in 2012.

As a misdemeanor, the fine could be set at \$1,000. However, due to the period of time since the last update, staff is recommending that the language “...or by a fine not to exceed \$500...” be changed to “or by a fine of \$1,000...” This language also acknowledges intervening refinements in the law.

#### **FINANCIAL IMPACT:**

Assuming violation levels remain constant, the proposed increases are estimated to generate approximately \$15,000. These additional revenues were not included in the FY 2023/24 Adopted Budget.

#### **ALTERNATIVES:**

Council may:

- Reject all proposed fee increases and adjustments.
- Approve a different amount than what is recommended for approval.
- Reject some recommended rates and approve others at recommended rates.
- Reject some recommended rates and approve others at a different amount than what is recommended for approval.

If all proposed actions are rejected, the City will not earn the additional \$15,000 of revenue anticipated from the recommended actions. Additionally, the City may have some legal issue should the fines with the unclear language be contested. The effect of taking any of the other alternative action will depend on which action and which rate is adopted.

#### **ATTACHMENTS:**

1. Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA  
AMENDING SECTIONS 1-9.06(A) AND (B), 3-2.08, 5-3.31, AND 5-4.06(I) OF  
THE MADERA MUNICIPAL CODE TO UPDATE VARIOUS FINES**

**WHEREAS**, the City of Madera has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the city, Cal. Const. Art. XI, section 7; and

**WHEREAS**, the City Council of the City of Madera finds that certain conditions constitute a public nuisance and are a threat to the public peace, safety and welfare of the City; and

**WHEREAS**, by declaring that violations of the Madera Municipal Code constitute a public nuisance, the City Council has determined that by violating the City's laws contained in the Madera Municipal Code, a person or entity creates a threat or danger to the public health, safety or welfare as a public nuisance; and

**WHEREAS**, Sections 36901, 38771 and 38773.5(a) of the California Government Code authorize the City of Madera to enact ordinances declaring what constitutes a public nuisance, the procedures for abating nuisance conditions, providing for the recovery of costs and attorney fees to abate the nuisance, providing for the collection of civil penalties; and

**WHEREAS**, the City Council finds that ensuring compliance with the Madera Municipal Code and other regulations vital to the protection of the public's health, safety and quality of life throughout the City is an important public service; and

**WHEREAS**, the City Council finds that an effective code compliance program eliminates and prevents the spread of blight, deterioration and crime, makes neighborhoods safer and more livable, and promotes economic development and pride in the community; and

**WHEREAS**, the City Council recognizes that an effective code compliance program requires the drafting and adoption of regulations that can be effectively applied by City personnel in a fair and expedient manner; and

**WHEREAS**, the City Council has determined that it is in the public interest to adopt this ordinance in order to facilitate the City's ability to protect the health, safety, and general welfare of the public through the use of updated administrative citations to promote nuisance abatement as set forth in the Madera Municipal Code and in other applicable laws, rules and regulations, and to address the effects of inflation; and

**WHEREAS**, the City Council now desires to update the administrative citation penalties.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA** does ordain as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Subsections 1.9-06(A) and (B) of the Madera Municipal Code is hereby amended to read (new text is identified in ***bold italics***, deleted text in ~~strikethrough~~):

§ 1-9.06 FINES ASSESSED

(A) With the exception of violations that are automatically or expressly deemed infractions under the Municipal Code, the amount of the fine assessed for each administrative citation issued for the same violation(s) within one year shall be as follows:

- (1) First administrative citation -- ~~\$100~~ ***\$125***;
- (2) Second administrative citation -- ~~\$500~~ ***\$525***;
- (3) Third or subsequent administrative citation -- \$1,000.

(B) For violations of the Municipal Code that are automatically or expressly deemed infractions, the amount of fine assessed for each administrative citation issued for the same violation within one year, shall be as follows:

- (1) First administrative citation -- ~~\$75~~ ***\$100***;
- (2) Second administrative citation -- ~~\$200~~ ***\$225***;
- (3) Third or subsequent administrative citation -- \$500.

3. Section 3.2-08 of the Madera Municipal Code is hereby amended to read (new text is identified in ***bold italics***, deleted text in ~~strikethrough~~):

§ 3-2.08 PUNISHMENT OF VIOLATIONS.

It shall be a misdemeanor, punishable by a fine of ~~not to exceed \$500~~ ***\$1,000***, or by imprisonment not to exceed six months, or both, for any person during an emergency to:

- (A) Willfully obstruct, hinder, or delay any member of the Emergency Services Organization in the enforcement of any lawful rule or regulation issued pursuant to the provisions of this chapter or in the performance of any duty imposed upon him or her by virtue of this chapter;
- (B) To do any act forbidden by any lawful rules or regulations issued pursuant to the provisions of this chapter, if such act is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives or property of inhabitants of the city, or to prevent, hinder, or delay the defense or protection thereof; or
- (C) To wear, carry, or display without authority any reasons of identification specified by the emergency services agency of the state.

4. Section 5.3-31 of the Madera Municipal Code is hereby amended to read (new text is identified in ***bold italics***, deleted text in ~~strikethrough~~):

#### § 5-3.31 PENALTIES FOR NON-COMPLIANCE

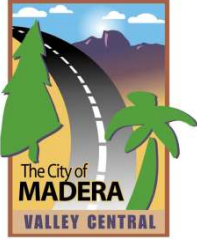
Any property owner, developer, or individual who does not comply with any requirement of the construction and demolition debris recycling provisions of this chapter may be assessed an administrative penalty for non-compliance pursuant to Chapter 9 of this code. The amount of the penalty assessed ~~may be up to~~ **shall be** \$1,000 for each project. Each day that a violation continues shall be deemed a new and separate offense. Without full payment of fees, final occupancy, acceptance of subdivision, or sign off on demolition permit will not be granted.

5. Subsection 5.4-06 (I) of the Madera Municipal Code is hereby amended to read (new text is identified in ***bold italics***, deleted text in ~~strikethrough~~):

#### § 5-4.06 ENFORCEMENT

...

(I) Misdemeanor. Any person violating any of these regulations shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by imprisonment in the county jail for a term not to exceed six months, or by a fine ~~of \$500~~ ***\$1,000*** or by both such imprisonment and fine. Every day such violation continues shall constitute a separate offense.



## REPORT TO CITY COUNCIL

**Approved by:**

A handwritten signature in blue ink, appearing to read "Keith Helmuth".

Keith Helmuth, P.E., Department Director

A handwritten signature in blue ink, appearing to read "Arnaldo Rodriguez".

Arnaldo Rodriguez, City Manager

**Council Meeting of:** November 1, 2023

**Agenda Number:** D-1

**SUBJECT:**

Transfer of Ownership of Real Property Located at 715 Stadium Road (APN: 012-220-051) that serves as a temporary ponding basin

**RECOMMENDATION:**

Adopt a Resolution:

1. Approving the Agreement for Transfer of Real Property located at 715 Stadium Road (APN: 012-220-051)
2. Accepting Quitclaim Deed

**SUMMARY:**

This Agreement for Transfer of Real Property (Agreement) is for the acquisition of an approximately 1.03-acre parcel (APN: 012-220-051). The subject site is on the northeast intersection of Stadium Road and Almond Avenue and is developed with a temporary stormwater drainage basin since 1986.

**DISCUSSION:**

The proposed acquisition is for land initially developed as a temporary storm drainage basin for the Capistrano Phase I & II subdivisions, located immediately to the east and north of the basin site. While the original owner and subdivider of the Capistrano Phase I & II still owns the property and has been found to be willing to maintain the basin when requested by the City, the City inquired if he would be willing to part with it. By doing so, the City would assume responsibility.

As part of private development, the City reviews drainage plans to ensure that stormwater is captured. Unfortunately, permanent public facilities are not always available, thus developers are required to construct temporary basins. Upon the completion of permanent facilities, temporary facilities may be abandoned. In this case, it could be said that the owner could have had a reasonable expectation that the City would have constructed permanent ponding facilities that would have allowed the basin to be retired and closed. Regardless of the owner's willingness to maintain, there have been times when the basin's condition has represented a concern to the City relative to its ability to accommodate storm drainage and its appearance. As a result, staff and the owner have been open to transfer of the parcel to the City for several years. Under this new dynamic, the City would have unimpeded access to the basin to address drainage concerns and, in general, consistently maintain the appearance from the adjacent streets. Thus, it staff's recommendation that the basin be transferred to the City.

If approved, the title to the property would be transferred to the City at no cost. The City would then assume liability and maintenance responsibilities for the basin moving forward.

**FINANCIAL IMPACT:**

Taking ownership of this basin will represent an increase in maintenance activities related to the basin. It is expected that the initial clean-up will require City resources; however, future maintenance would be less intense. Funding would be derived from the Drainage Operations Fund.

**ALTERNATIVES:**

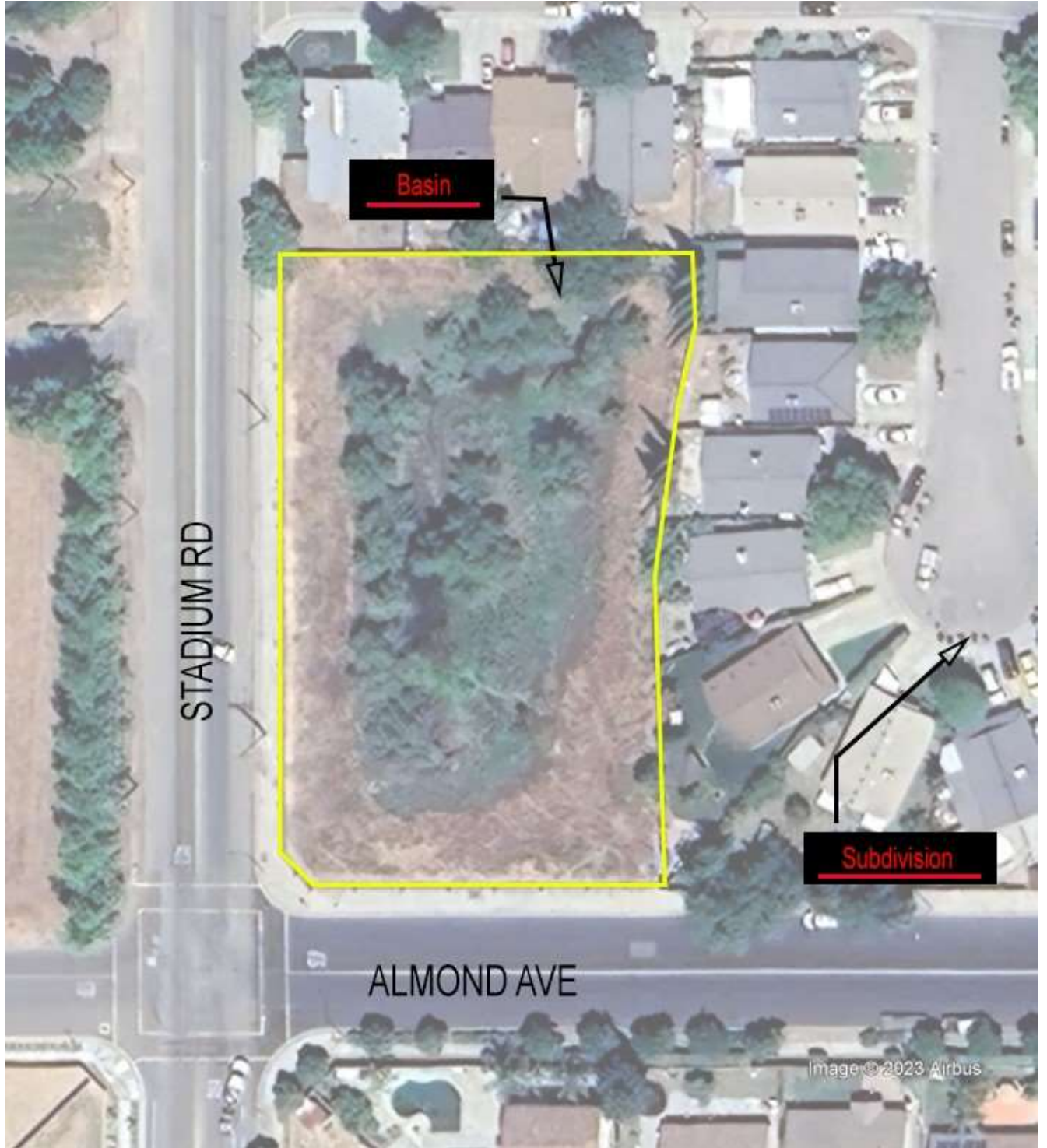
Not approve or postpone the acquisition of the property. This would result in a continuation of the current situation.

**ATTACHMENTS:**

1. Project Location Map
2. Resolution
  - Exhibit A - Agreement for Transfer of Real Property
  - Exhibit A – Legal Description
  - Exhibit B - Quitclaim Deed & Certificate of Acceptance
  - Exhibit A - Legal Description
  - Exhibit C – Drainage Facilities Covenant

**Attachment 1**

**Project Location Map**



## **Attachment 2**

Resolution

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING AN AGREEMENT FOR TRANSFER OF REAL  
PROPERTY AT 715 STADIUM ROAD FOR APN: 012-220-051 AND ACCEPT  
QUITCLAIM DEED**

**WHEREAS**, Valley Vanguard Properties, Inc. (Seller) owns a 1.03-acre parcel located at 715 Stadium Road, APN 012-220-051 (Subject Property); and

**WHEREAS**, the Subject Property is part of Capistrano Phase I & II subdivisions, and is required to be used as a temporary stormwater retention basin until development allowed for the subdivision to be connected to the City's storm drainage system; and

**WHEREAS**, despite the passage of time development has not resulted in the availability of a connection to the City' storm drainage system, and Seller has been responsible for the basin since constructed; and

**WHEREAS**, the City now wishes to accept ownership of the Subject Property; and

**WHEREAS**, the City and Seller have agreed to a purchase price of \$0 for the Subject Property, with the City to assume maintenance and other responsibilities on a go-forward basis; and

**WHEREAS**, the Subject Property is more specifically described in the legal description included within the Quitclaim Deed attached to and included as Exhibit A to the Agreement for Transfer of Real Property at 715 Stadium Road, Madera, California (APN:012-220-051); and

**WHEREAS**, the City now desires to approve an agreement with Seller to acquire the Subject Property.

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

1. The above recitals are true and correct.
2. The City Council approves the Agreement for Transfer of Real Property at 715 Stadium Road, Madera, California (APN:012-220-051) (Agreement) attached hereto as Exhibit A, including Exhibits A to C referenced in and attached to the Agreement.
3. The City Clerk is authorized to prepare the Certificate of Acceptance for the Quitclaim Deed.
4. The City Clerk is authorized to file the Quitclaim Deed with the Madera County Recorder's Office.

5. The City Manager, City Clerk, and City Attorney are authorized collectively to make any technical and clerical corrections or clarifications to this Resolution and to the Agreement and related documents.
6. This resolution is subject to any required findings of conformity with the General Plan.
7. This resolution is effective immediately upon adoption.

\*\*\*\*\*

**EXHIBIT A**

Agreement for Transfer of Real Property

**AGREEMENT FOR TRANSFER OF REAL PROPERTY AT 715 STADIUM ROAD,  
MADERA, CALIFORNIA (APN: 012-220-051)**

**THIS AGREEMENT (“Agreement”)** is executed at Madera, California, on \_\_\_\_\_, 2023 (“**Execution Date**”) by and between the **CITY OF MADERA**, municipal corporation (“**City**”) and the **VALLEY VANGUARD PROPERTIES, INC., A CALIFORNIA CORPORATION (“Seller”)**. City and Seller are referred to individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS:**

**A.** Seller owns that certain real property located at the northeast corner of Stadium Road and Almond Ave in the City of Madera, County of Madera, State of California (Assessor Parcel No. 012-220-051), more particularly described in attached **Exhibit “A,”** together with all improvements located thereon (collectively, “**Property**”).

**B.** The Property is currently being utilized and maintained by Seller for use as a temporary stormwater retention basin.

**C.** City wishes to acquire the Property from Seller, and Seller is agreeable to conveying its interest in the Property to City under the terms and conditions of this Agreement.

**D.** The Parties agree that it would be in the best interest of the general public to transfer ownership of the Property to City, for City to operate and maintain.

**AGREEMENT:**

**1. Conveyance:** As of November 1, 2023, and subject to City’s approval, in consideration of the public benefit, Seller hereby conveys the Property to City by Quitclaim Deed in the form attached as **Exhibit “B” (“Quitclaim Deed”)**.

The Quitclaim Deed shall be delivered to City of Madera Engineer’s Office (“**Engineer’s Office**”) by November 30, 2023, to be recorded with the Madera County Recorder’s Office. A Preliminary Title Report has already been obtained by the City which lists all plotted easements. (“**Preliminary Title Report**”).

**2. Payments:** Transfer of ownership of this property shall be done at a cost of zero (\$0.00) dollars.

**3. Taxes:** Seller shall be responsible for any unpaid taxes prior to July 1, 2023 (“**Back Taxes**”), as well as the amount of taxes due on the Property from July 1, 2023, until November 30, 2023. (“**Current Taxes**”) Seller shall pay for the property taxes in full and present City with proof of payment prior to recordation with the Madera County Recorder’s Office. Seller may, at

their discretion, request a refund from the Madera County Recorder's Office, for the balance of taxes after the date of execution and transfer of ownership to the City.

4. **Transfer of Covenant:** City shall assume all maintenance responsibilities, liability, and other obligations, as outlined in "Covenant Drainage Facilities (Subdivision Agreement) CAPISTRANO SUBDIVISION, PHASE I", more particularly described in attached **Exhibit "C"**, upon recordation of deed.

5. **Warranties:** Except for any express representations and warranties set forth in this Agreement, the sale of this property as provide for herein is made on a strictly "as is" "where is" basis as of the closing date, and seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the property, and any improvements located thereon or any soil conditions related thereto.

6. **Encumbrances:** Prior to City's approval of Agreement, Seller shall provide City with complete copies of all documents in Seller's possession regarding all leases, rental agreements, service contracts, and other agreements pertaining to the use or operation of the Property ("**Contracts**") which Seller, to the best of its knowledge, represents and warrants are the only such agreements that effect the use and operation of the Property and which shall not survive the recordation of the Quitclaim Deed.

7. **Indemnification:** Seller expressly and unequivocally agrees to indemnify, defend, and hold harmless City, its governing board, commissions, elected and appointed officials, employees, agents, volunteers, and authorized representatives, and each of them from all claims, causes of action, and liability (including attorney's fees and litigation costs) related to any personal injury or property damage suffered in, on, or about the Property or relating thereto, arising out of the acts and/or omissions of Seller or Seller Indemnified Parties and occurring prior to the date of recordation of the Quitclaim Deed and including any breach of Seller's representations and warranties in this Agreement.

8. **Right to Enter:** As of the Execution Date, City and its contractors and agents shall have the right to enter the Property to conduct such tests and investigations as City deems necessary including, but not limited to, engineering, feasibility studies, soils tests, environmental studies, and other investigations as City in its sole discretion may desire, to permit City to determine the suitability of the Property. As a condition to City's entry and inspection hereunder, City shall keep the Property free and clear of all materialmen's liens, lis pendens, or any other liens arising out of the entry and any such work or investigations.

9. **Hazardous Materials:** To the best of Seller's knowledge, there are no environmental, health or safety hazards on, under or about the Property, including but not limited to soil conditions. Seller has received no written notice from any third parties, prior

owners of the Property, or any federal, state, or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property.

**10. Negation of Partnership:** Seller shall not become or be deemed a partner or joint venturer with City or in any other relationship with City by reason of the provisions of this Agreement. City shall not for any purpose be considered an agent, officer, or employee of Seller. It is understood that City, in City's performance of all duties under this Agreement, has no authority to bind Seller to any agreements or undertakings with respect to any persons or entities with whom City deals in the course of their business. Seller shall not for any purpose be considered an agent, officer, or employee of City. It is understood that Seller, in Seller's performance of all duties under this Agreement, has no authority to bind City to any agreements or undertakings with respect to any persons or entities with whom Seller deals in the course of their business.

**11. Modification:** This Agreement and the Quitclaim Deed set forth the entire understanding and agreement of the Parties and may be modified only by amendment in writing executed by the Parties.

**12. Binding Effect:** The covenants and conditions contained in this Agreement are binding on the Parties and their legal representatives, successors, and assigns.

**13. Notices:** All notices herein provided to be given, or which may be given, by either Party to the other shall be deemed to have been fully given when made in writing and personally served or deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To City: City of Madera  
City Engineer  
205 W. Fourth Street  
Madera, CA 93637

To Seller: Valley Vanguard Properties, Inc.  
801 E. Portsmouth Dr  
Fresno, CA 93730

The address to which the notices shall be mailed to either Party may be changed by written notice given by such Party to the other, but nothing shall preclude the giving of any such notice by personal service.

**14. Governing Law; Venue:** The Parties agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California. If either City or Seller initiates an action to enforce the terms of this Agreement or declare rights hereunder, including actions on any bonds and/or surety agreements, the venue thereof shall be the County

of Madera, State of California, it being understood that this Agreement is entered into, and will be performed, within the County of Madera.

**15. Construction:** The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**16. Recitals:** Each of the recitals is incorporated in this Agreement by reference as if fully set forth in this Agreement at length, is deemed to be the agreement and a reflection of the intent of the Parties and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

**17. Headings:** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.

**18. Covenant of Further Assurances:** The Seller and City shall take all other actions and execute all other documents that are reasonably necessary to effectuate this Agreement.

**19. Authorization:** Each individual executing this Agreement on behalf of either Party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of that Party, and that this Agreement is binding upon both Parties in accordance with its terms.

**20. Time is of Essence:** City and Seller specifically agree that time is of the essence. Unless otherwise expressly provided in this Agreement, any reference in this Agreement to time for performance of obligations or to elapsed time shall mean Pacific Standard Time and time periods shall mean consecutive calendar days, months, or years, as applicable.

The Parties have executed this Agreement on the Execution Date.

**SELLER:**

VALLEY VANGUARD PROPERTIES, INC.,  
A California Corporation

By: \_\_\_\_\_  
Mitch Covington  
Chief Executive Officer

Dated: \_\_\_\_\_, 2023

**BUYER:**

CITY OF MADERA,  
a municipal corporation

By: \_\_\_\_\_  
Santos Garcia, Mayor

Dated: \_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
Alicia Gonzales, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Shannon Chaffin, City Attorney

## **Exhibit A**

### Legal Description

**For APN/Parcel ID(s): 012-220-051**

---

**The land referred to in this report is situated in the City of Madera, the County of Madera, State of California, and is described as follows:**

Lot A of Madera Bonita Village, in the City of Madera, County of Madera, State of California, according to the Map thereof recorded in Book 30, Pages 114 and 115 of Maps, Madera County Records.

Assessor's Parcel Numbers(s): 012-220-051

**Exhibit B**

Quitclaim Deed

**RECORDED AT THE REQUEST OF:**

City of Madera

**WHEN RECORDED MAIL TO:**

City of Madera  
205 W. Fourth Street  
Madera, CA 93637  
Attn: City Clerk

The undersigned Grantor(s) declare(s) that the DOCUMENTARY  
TRANSFER TAX IS: \$ 0 County \$     City \$      
    Computed on the consideration or value of property conveyed;  
    Computed on the consideration or value less encumbrance  
remaining at time of sale.  
 X  City is Exempt Gov't Agency (Gov't Code Sec. 27383)

Space above line for Recorder's Use

**APNs: 012-220-051**

**QUITCLAIM DEED**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, VALLEY VANGUARD PROPERTIES, INC, a California Corporation ("**Grantor**"), hereby REMISES, RELEASES, AND FOREVER QUITCLAIMS to the CITY OF MADERA, a municipal corporation ("**Grantee**"), that certain real property located in the City of Madera, County of Madera, State of California as legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**").

Grantee acknowledges that it is accepting the Property in an "AS IS" condition in reliance of its own investigation and without representations and warranties except as otherwise specifically set forth in that certain "AGREEMENT FOR TRANSFER OF REAL PROPERTY KNOWN AS STADIUM BASIN, MADERA, CALIFORNIA ("**Agreement**')".

Upon recordation of this Quitclaim Deed and Agreement, Grantor shall have no financial responsibility for the Property except as provided for in the Agreement. Grantee shall have a power of termination (Civil Code § 885.010 et seq.) over the Property unless the Grantor gives prior written approval of the Grantee's sale, exchange, or other transfer of the Property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of \_\_\_\_\_, 2023.

**VALLEY VANGUARD PROPERTIES, INC.,**  
California Corporation

By \_\_\_\_\_  
Mitch Covington  
Chief Executive Officer

**EXHIBIT A**

Legal Description

**For APN/Parcel ID(s): 012-220-051**

---

**The land referred to in this report is situated in the City of Madera, the County of Madera, State of California, and is described as follows:**

Lot A of Madera Bonita Village, in the City of Madera, County of Madera, State of California, according to the Map thereof recorded in Book 30, Pages 114 and 115 of Maps, Madera County Records.

Assessor's Parcel Numbers(s): 012-220-051

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

} ss.

On this the \_\_\_\_\_ before me, \_\_\_\_\_,  
*Date Here Insert Name and Title of the Officer*

Personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal/Stamp Above*

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of the Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signers Name: _____	Signers Name: _____
Corporate Officer – Title(s): _____	Corporate Officer – Title(s): _____
Partner    Limited    General	Partner    Limited    General
Individual                      Attorney in Fact	Individual                      Attorney in Fact
Trustee                          Guardian or Conservator	Trustee                          Guardian or Conservator
Other:	Other:
Signer is Representing:	Signer is Representing:

**Exhibit C**

Drainage Facilities Covenant

# NOTICE

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b)(1) of the California Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

If this cover page is a copy which has been transmitted to you by facsimile, email or other form of electronic transmission, please note that the notice above appears in the original cover page in 14-point bold face type.

Recording Requested By:  
When Recorded Return to:

City of Madera  
Engineering Department  
205 W. 4th Street  
Madera, CA 93637

9529530 5  
RECORDED IN  
OFFICIAL RECORDS  
MADERA COUNTY, CA

95 NOV -9 PM 2:20  
FEE \$ 19.00  
REBECCA MARTINEZ  
COUNTY RECORDER  
13-1-5

COVENANT  
(EXHIBIT "B")

Drainage Facilities (Subdivision Agreement)  
CAPISTRANO SUBDIVISION, PHASE I

RECITALS

WHEREAS, Valley Vanguard Properties, Inc. a California Corporation, hereinafter referred to as the "Covenantor", is the owner of that certain property in the City of Madera, County of Madera, State of California, hereinafter referred to as "the Property" and more particularly described as real property in the City of Madera, County of Madera as follows:

Lot A of Madera Bonita Village, according to the map thereof recorded in Book 30, Pages 114 and 115 of Maps, Madera County Records.

WHEREAS, Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

WHEREAS, as a condition of approval of CAPISTRANO SUBDIVISION, PHASE I & II, hereinafter referred to as CAPISTRANO SUBDIVISION, there is a requirement that the Covenantor provide drainage facilities for the CAPISTRANO SUBDIVISION, PHASE I AND II, until such time that different facilities are available;

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NOW, THEREFORE, Valley Vanguard Properties, as Covenantor, hereby agrees as follows:

COVENANTS, CONDITIONS AND RESTRICTIONS

The Covenantor hereby covenants that the hereinafter described property shall be held, encumbered, used, occupied, developed, maintained, and improved as set forth in the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the said Property, and the surrounding property in MADERA BONITA VILLAGE, CAPISTRANO SUBDIVISION, PHASE I AND II, the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions and restrictions contained in this Statement run with the described Property and are binding upon and inure to the benefit of each successive owner of the said Property and their heirs, successors, and assigns during their ownership hereof as follows:

1. The Covenantor agrees that the hereinabove described property shall be used as flooding and drainage facilities to serve MADERA BONITA VILLAGE AND CAPISTRANO SUBDIVISION PHASE I AND II until the City of Madera determines that such use is no longer necessary. Covenantor, at Covenantor's sole cost and expense, agrees to maintain such drainage facilities, including fencing, landscaping and grants to the City of Madera the right to enter upon the said property for purposes of inspection and to regulate the use of and access to the said Property.

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2. The conditions of this Statement are intended to benefit both the described property, all in MADERA BONITA VILLAGE, CAPISTRANO SUBDIVISION, PHASE I AND II, and the public and public properties. Accordingly, it is agreed the City of Madera shall have the right to enforce this covenant by any legal or equitable means against the Covenantor and such person or persons in actual possession of said Property who directly or who through any agent violate the terms hereof.

3. The Covenantor agrees without delay and without any cost to City repair or replace or reconstruct any defective or otherwise unsatisfactory part of parts of the work, fencing or structure. Should Covenantor fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Covenantor can be notified, CITY may make the necessary repairs or replacements or perform the necessary work and Covenantor shall pay to CITY the actual cost of such repairs plus fifteen (15) percent.

4. Covenantor agrees to remove concrete drainage inlets or other structures as required by the City Engineer prior to backfill of drainage basin. Covenantor shall commence backfill within sixty (60) days after the City Engineer deems such site to be no longer necessary for basin usage.

5. The Covenant shall not be assignable by Covenantor without the express written consent of CITY. Subject to the limitations on assignment, this Covenant shall inure to the

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benefit of and be binding upon the heirs, executors, administrators, assigns or successors in interest of the parties hereto.

6. In the event litigation is instituted to enforce this Covenant or its terms, the prevailing party shall be entitled to recover reasonable attorneys' fees as determined by the court.

7. The foregoing conditions shall remain in full force and effect until such time as the City of Madera determines such use of said property is no longer necessary.

8. The provisions of this Statement shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context of the statement so requires, in interpreting this Statement, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

DATED: This 8th day of Nov, 1995.

APPROVED:

  
\_\_\_\_\_  
Leon P. Lancaster  
Community Development Director/  
City Engineer

COVENANTOR:

VALLEY VANGUARD PROPERTIES, INC.

By:   
\_\_\_\_\_  
President

By:   
\_\_\_\_\_  
Secretary

(ACKNOWLEDGEMENT REQUIRED)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

9529530

10-5807

State of California

County of Fresno

On Nov 3, 1995 before me, D. Frey  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared R. Mitch Covington  
NAME(S) OF SIGNER(S)

personally known to me - OR -  approved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

D. Frey  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reacquisition of this form.

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
  - CORPORATE OFFICER
- TITLE(S)
- PARTNER(S)       LIMITED
  - ATTORNEY-IN-FACT       GENERAL
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

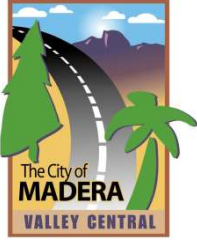
\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT


**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY


\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE



## REPORT TO CITY COUNCIL

**Approved by:**

  
\_\_\_\_\_  
Keith Helmuth, P.E., Department Director

  
\_\_\_\_\_  
Arnaldo Rodriguez, City Manager

**Council Meeting of:** November 1, 2023

**Agenda Number:** D-2

**SUBJECT:**

Initiating Annexation Proceedings of properties into the City of Madera Landscape Maintenance District (LMD) Zones of Benefit 1 & 51

**RECOMMENDATION:**

Adopt Resolutions to:

1. Initiate Proceedings Pursuant to the Landscaping and Lighting Act of 1972 for the Annexation of Property into the City's LMD Zone of Benefit 1, to Review the Assessments for Fiscal Year 2024/25, and Setting a Public Hearing
2. Initiate Proceedings Pursuant to the Landscaping and Lighting Act of 1972 for the Annexation of Properties into the City's LMD Zones of Benefit 51, to Review the Assessments for Fiscal Year 2024/25, and Setting a Public Hearing

**SUMMARY:**

As part of the entitlement approval process, the following projects included a requirement to annex into one of the City's existing LMD Zone of Benefit for perpetual maintenance of landscaping:

- Full Throttle Suspension - On February 19, 2019, the City approved Conditional Use Permits 2019-03 & 2019-04, and Site Plan Review 2019-05. Applicable Zone of Benefit - 1
- Sherwood Apartments - On November 12, 2019, the City approved Precise Plan 2019-07. Applicable Zone of Benefit - 51
- Grove Gardens - On May 12, 2020, the City approved General Plan Amendment 2020-02, Rezone 2020-01, Precise Plan 2020-03, and Variance 2020-02. Applicable Zone of Benefit - 51
- Bellava Apartments - On October 8, 2019, the City approved Rezone 2019-04 and Precise Plan 2019-04. Applicable Zone of Benefit - 51

- Cal-Pacific Supply - On February 9, 2021, the City approved Site Plan Review 2020-16. Applicable Zone of Benefit - 51
- Madera Industrial WHSE - On August 10, 2021, the City approved Site Plan Review 2021-24. Applicable Zone of Benefit – 51
- Sugar Pine Village – On January 8, 2019, the City approved Precise Plan 2018-07. Applicable Zone of Benefit – 51
- Naz Sixplex – On November 12, 2019, the City approved Site Plan Review 2019-24 and Variance 2019-06. Applicable Zone of Benefit - 51

**DISCUSSION:**

As a condition of acceptance, the previously described properties are required to be annexed into one of the City’s LMD Zones of Benefit. All property owners have signed a Landowner’s Consent for annexation into their respective LMD Zone of Benefit, annexation into a City LMD zone covers the cost of shared landscaping in the City right-of-way within each project’s respective Zone of Benefit. Typically, common landscaping includes but is not limited to, shared landscaping, maintaining masonry walls, storm water holding ponds, and roundabouts.

**FINANCIAL IMPACT:**

Properties will be responsible for participating in the cost of maintaining existing and proposed landscaping within the subject zone. As such, there are no financial impacts to the General Fund so long as assessments are adjusted in a timely manner. The amount of each assessment is as follows:

<b>Table 1: Assessment Amounts</b>		
Property	Assessor’s Parcel #	Annual Assessment per Parcel
Full Throttle Suspension	013-050-006	\$325.00
Sherwood Apartments	003-240-015	\$98.56
Grove Gardens (16)	012-026-001	\$56.00
Grove Gardens (18)	012-402-006	\$162.54
Bellava Apartments	003-093-006	\$9.92
Bellava Apartments	003-093-008	\$0.00
Cal-Pacific Supply	009-350-024	\$76.48
Cal-Pacific Supply	009-350-025	\$76.48
Cal-Pacific Supply	009-350-026	\$76.48
Cal-Pacific Supply	009-350-029	\$344.42
Madera Industrial Whse	009-330-011	\$870.00
Sugar Pine Village	011-143-006	\$42.00
Sugar Pine Village	011-143-007	\$133.00
Naz Sixplex	010-132-001	\$15.86

**ALTERNATIVES:**

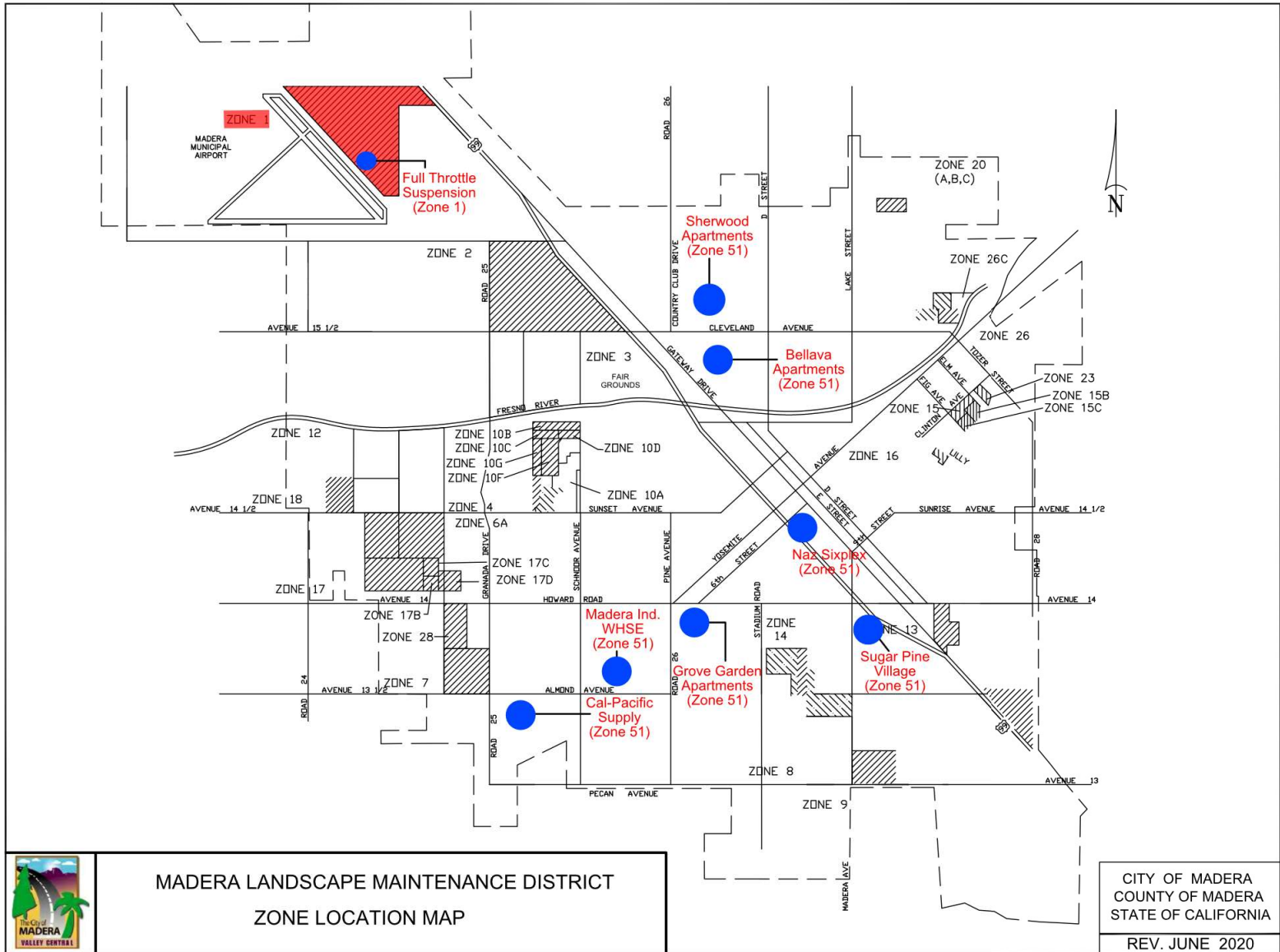
Not adopt resolution initiating annexation proceedings. If Council does not proceed with annexation proceedings into the existing LMD zones, the goal of spreading costs to as many eligible parcels as possible will be negatively impacted.

**ATTACHMENTS:**

1. Zone Location Map
2. Resolution – Initiation of Proceedings for Annexation into Zone of Benefit 1
  - Exhibit A – Zone of Benefit 1 Zone Location Map
  - Exhibit B – Property to be Annexed into Zone of Benefit 1 Diagram
  - Exhibit C – Assessment Amounts
  - Exhibit D – Annexation Consent and Protest Waiver, Full Throttle Suspension
3. Resolution – Initiation of Proceedings for Annexation into Zone of Benefit 51
  - Exhibit A – Zone of Benefit 51 Zone Location Map
  - Exhibit B – Property to be Annexed into Zone of Benefit 51 Diagram
  - Exhibit C – Assessment Amounts
  - Exhibit D – Annexation Consent and Protest Waiver - Sherwood Apartments
  - Exhibit E – Annexation Consent and Protest Waiver - Grove Gardens
  - Exhibit F – Annexation Consent and Protest Waiver - Bellava Apartments
  - Exhibit G – Annexation Consent and Protest Waiver - Cal-Pacific Supply
  - Exhibit H – Annexation Consent and Protest Waiver - Madera Industrial WHSE
  - Exhibit I – Annexation Consent and Protest Waiver - Sugar Pine Village
  - Exhibit J – Annexation Consent and Protest Waiver - Naz Sixplex

**Attachment 1**

Zone Location Map



MADERA LANDSCAPE MAINTENANCE DISTRICT  
 ZONE LOCATION MAP

CITY OF MADERA  
 COUNTY OF MADERA  
 STATE OF CALIFORNIA  
 REV. JUNE 2020

## **Attachment 2**

Resolution for Initiation of Proceedings for Annexation into Zone of Benefit 1

RESOLUTION NO. 23-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA INITIATING PROCEEDINGS PURSUANT TO THE LANDSCAPING  
AND LIGHTING ACT OF 1972 FOR THE ANNEXATION OF PROPERTY INTO  
CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT (LMD) ZONE OF  
BENEFIT 1, TO REVIEW THE IMPROVEMENTS AND ASSESSMENTS FOR  
FISCAL YEAR 2024-2025, AND SETTING A PUBLIC HEARING**

**WHEREAS**, the Landscaping and Lighting Act of 1972 (“Act”) provides and establishes procedures for annexing properties to an existing Landscaping and Lighting Assessment District; and

**WHEREAS**, the City of Madera LMD (District) was formed by Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the “Act” to levy and collect assessments to cover the cost of maintaining all landscaping, and irrigation systems within the District public right-of-way; and

**WHEREAS**, not only will annexing this new development into the existing District ensure that all benefitting parcels share equally in the costs to maintain the improvements, but consolidating the benefitting developments into a single assessment district will facilitate their management by the City; and

**WHEREAS**, the proceedings for the annexation of the aforementioned tracts and public lands to the District are authorized by and will be conducted pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code; and

**WHEREAS**, pursuant to Streets and Highways Code section 22608, resolutions, reports, notices of hearing, and the right of majority protest may be waived with the written consent of all landowners of the territory to be annexed; and

**WHEREAS**, Full Throttle Suspension is the landowner of the property proposed for annexation and generally located on Falcon Drive, just North of Avenue 16, as further described or depicted on Exhibit A (“Subject Property”) and diagrammed in Exhibit B; and

**WHEREAS**, Full Throttle Suspension has provided a petition for annexation and written consent to waiver of resolutions, reports, notices of hearing, and the right of majority protest regarding the Subject Property, as well as consenting to the amount of the proposed levy for the current fiscal year; and

**WHEREAS**, as a result, no report by the City Engineer is required to be prepared and filed with the City Clerk which outlines the land to be annexed, etc.; and

**WHEREAS**, this City Council now desires to proceed to adopt this Resolution of Intention to declare its intent to annex the Subject Property into LMD Zone of Benefit 1, and to set and specify the levy and collection of assessments, and to set a time and place for a public hearing relating to the annexation of the subject property into LMD Zone of Benefit 1.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY**, finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council proposes to annex the Subject Property into LMD Zone of Benefit 1 of City of Madera City of Madera Landscape Maintenance District formed by the City Council for the City of Madera per Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code and pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets and Highways Code). The property proposed to be annexed is identified on Exhibit "A" and diagrammed in Exhibit B.
3. The Subject Property proposed to be annexed and to be specifically charged for the improvements shall include all of the land identified on Exhibit "A" and shall be designated part of LMD Zone of Benefit 1
4. The improvements which are provided for the properties within City of Madera Landscape Maintenance District, and which shall be provided for the property within LMD Zone of Benefit 1 by and through the assessments levied annually thereon shall include the following:
  - a. The installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands; and
  - b. The installation or construction of irrigation systems; and
  - c. The maintenance and servicing of any of the foregoing.
5. The City Engineer of the City of Madera is hereby designated the engineer for the annexation proceedings. The City Council finds that the landowner has presented a written consent, and that the engineer is not required to prepare and file with the City Clerk a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972 for the annexation proceedings, consistent with the Landscaping and Lighting Act of 1972.

6. The City Engineer is hereby directed to review, and modify the assessments levied against parcels previously within LMD Zone of Benefit 1 district boundaries in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972 for the annexation proceedings, as required by Chapter 2 of Part 2 of Division 15 of the Landscaping and Lighting Act of 1972. The proposed assessments upon the lots and parcels of land are set forth in Exhibit "C."

7. Notice is given that on December 20, 2023, at the hour of 6:00 p.m., in the regular meeting place of the City Council being the Council Chambers located at 205 W. Fourth Street, Madera, California 93637, a public hearing will be held where this City Council will consider the authorization for the annexation of the Subject Property into City of Madera Landscape Maintenance District Zone of Benefit 1, the proposed assessment of the levy with the Subject Property and all other matters as set forth in this Resolution of Intention. Pursuant to the petition, all of the landowner(s) within the Subject Property have waived all applicable resolutions, reports, notices of hearing, and the right of majority protest.

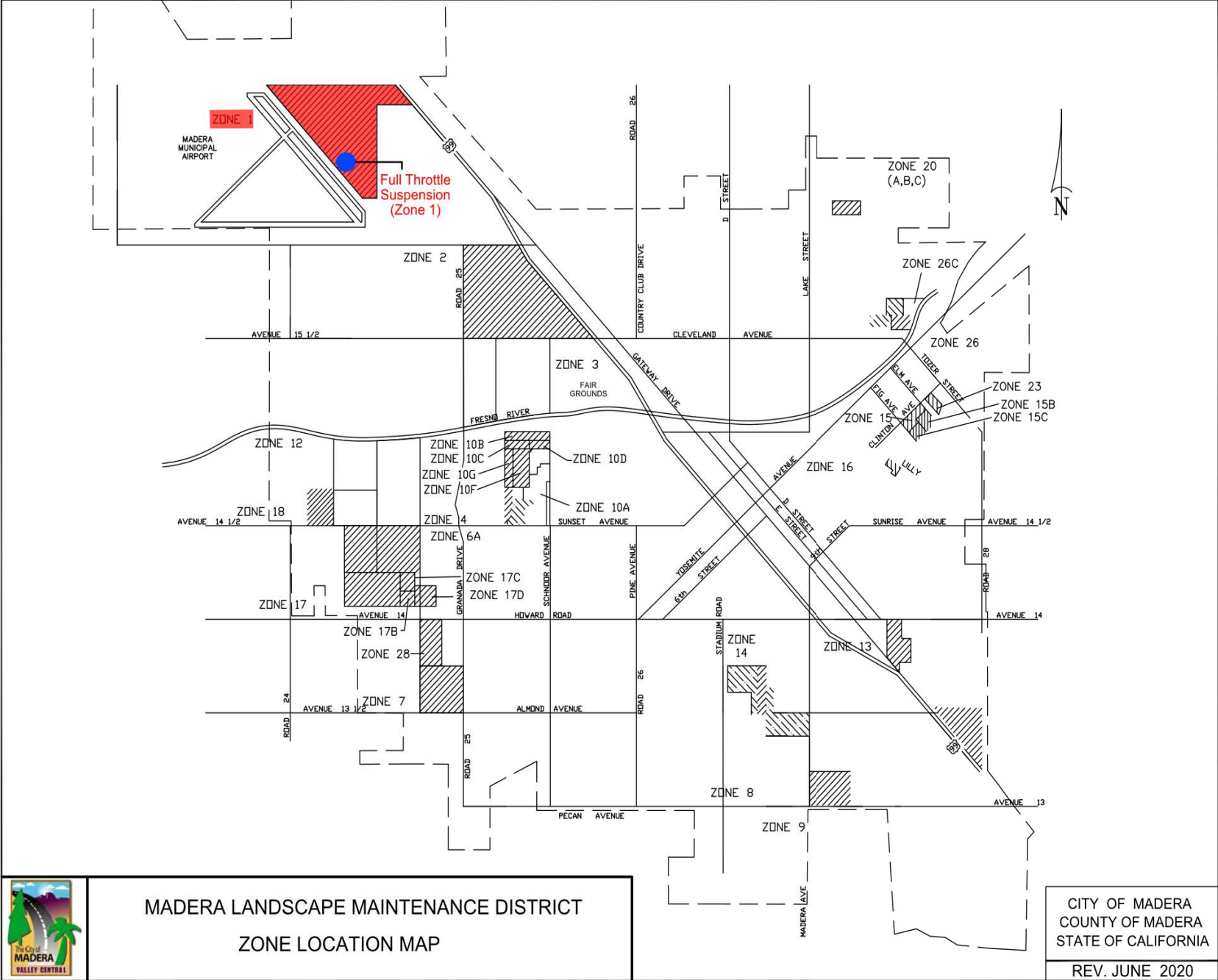
At such public hearing, the testimony or protest of all interested persons for or against the annexation of the Subject Property or the imposition of levy of assessments within the Subject Property will be heard.

8. This resolution is effective immediately upon adoption.

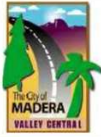
\* \* \* \* \*

**Exhibit A**

Zone of Benefit 1  
Zone Location Map



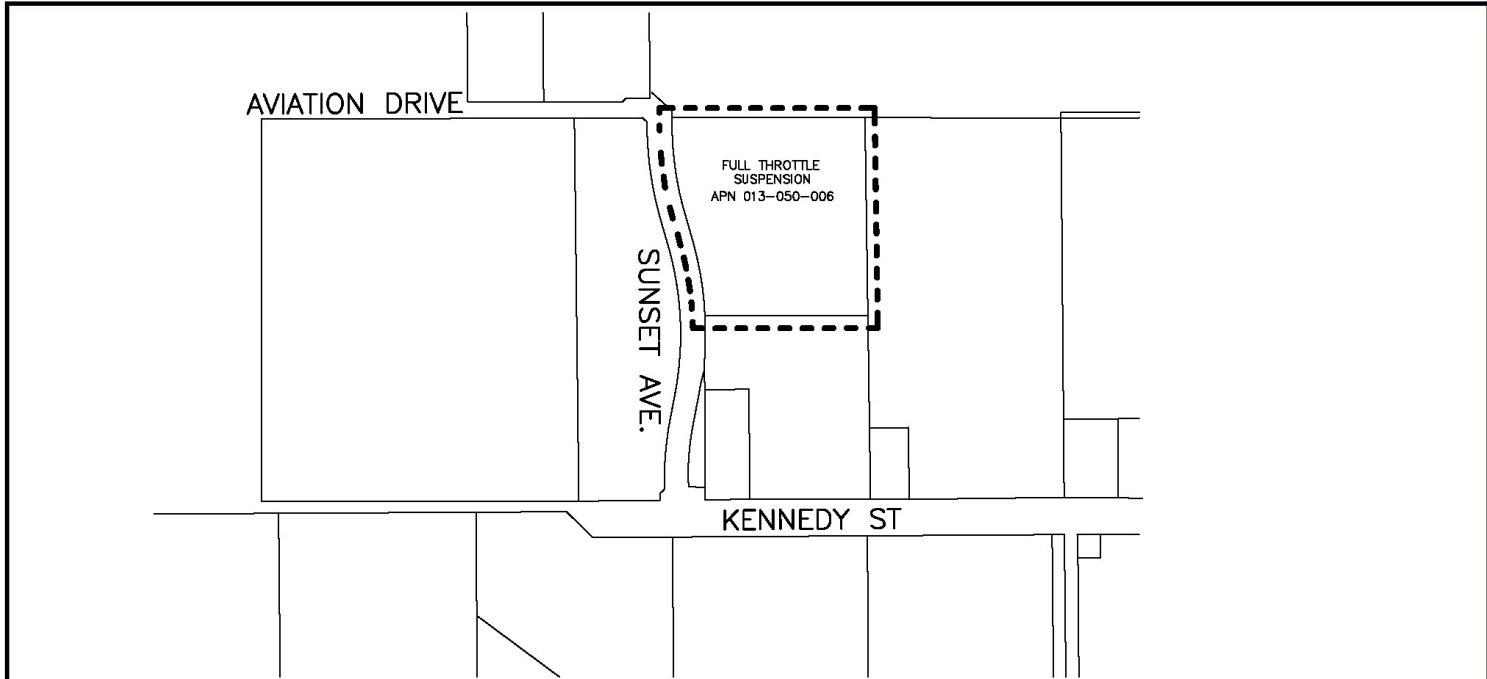
MADERA LANDSCAPE MAINTENANCE DISTRICT  
 ZONE LOCATION MAP



CITY OF MADERA  
 COUNTY OF MADERA  
 STATE OF CALIFORNIA  
 REV. JUNE 2020

**Exhibit B**

Property to be Annexed into Zone of Benefit 1 Diagram



ASSESSMENT DIAGRAM  
 INCLUSION OF FULL THROTTLE SUSPENSION  
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 1  
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

- LEGEND**
- PARCEL LOT BOUNDARY.
  - - - ASSESSOR'S BOUNDARY
  - 1 SUBDIVISION PARCEL NUMBER



CITY OF MADERA  
 FULL THROTTLE  
 SUSPENSION  
 REV. JULY 2022

**Exhibit C**

Assessment Amounts

<b>Property</b>	<b>Assessor's Parcel #</b>	<b>Assessment per Parcel</b>
Full Throttle Suspension	013-050-006	\$325.00

**Exhibit D**

Annexation Consent and Protest Waiver - Full Throttle Suspension



FTS Enterprises Inc  
3551 W. Ashlan Ave  
Fresno, CA 93722

**RE: Petition (Including Consent and Waiver) Requesting Annexation To  
Madera Landscape and Lighting Maintenance Zone No. 1, Full p Suspension**

Dear City Council of the City of Madera:

The undersigned landowner does hereby certify under penalty of perjury that the following statements are all true and correct:

1. The undersigned is authorized to represent the landowner identified below and is its designated representative to request and petition the City Council (the "Council") of the City of Madera (the "City") for annexation to Madera Landscape and Lighting Maintenance Zone No 1 ("Zone. 1") pursuant to the provisions of Landscaping and Lighting Act of 1972 ("Act"), commencing at California Streets and Highways Code section 22500 *et seq.*, and to authorize certain other consents and waivers contained herein. The boundaries of the territory to be annexed are described on Exhibit "A" hereto and by this reference incorporated herein.

2. The landowner hereby certifies that as of the date indicated opposite of the undersigned's signature, the landowner listed herein is the owner of the property within the proposed annexation boundary of Zone No. 1. (the "Property"), which Property's boundary is further described in Exhibit "A" hereto.

3. The landowner, pursuant to Sections 22607 and 22585 *et seq.* of the Act, hereby requests that proceedings be commenced:

(a) To annex the Property to Zone No. 1 for the purposes including the following:

- The installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands;
- The installation or construction of irrigation systems;
- Special amenities including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts; and
- The maintenance and servicing of any of the foregoing.

(b) To authorize the levy of assessments on the Property in accordance with the rate and method of apportionment of Zone No. 1 to finance the above-mentioned services, incidental expenses and fees; and

(c) To authorize the issuance of bonds for Zone No. 1, if applicable.

4. In accordance with the provisions of the Act, and specifically Section 22608 for annexation proceedings, resolutions, report, notices of hearing, and right of majority protest shall be waived with written consent of the owners of property within the territory to be annexed, the landowner (i) expressly waives the resolutions, report, notices of hearing, and right of majority protest, and consents to a public hearing and adoption of a Resolution by the City Council ordering annexation and levy of the Property; and (ii) expressly waives any requirement to have a ballot and majority protest proceeding per Government Code Section 53753 or as may be permitted by the Act.

6. The landowner expressly waives all applicable waiting periods for the election and waives the requirement for analysis, engineer's report, etc., and consents to not having such materials provided to the landowner, and expressly waives any requirements as to the form of the ballot.

8. The landowner acknowledges and agrees that the initial annual levy for the Zone No. 1, is currently \$325 per parcel, and that the levy may be adjusted by the City in the future consistent with the Act.

9. The undersigned warrants it is the owner of one hundred percent (100%) of the Property. The undersigned warrants that there are no liens or encumbrances on the Property in the favor of any lender, including but not limited to any deeds of trust, mortgages, leases, or liens of a similar nature.

11. The undersigned agrees to execute such additional or supplemental agreements as may be required by the City to provide for any actions and conditions under this petition, including any amount of cash deposit required to pay for the City's costs related to annexing into Zone No. 2.

12. The undersigned agrees to cooperate with the City, its attorneys and consultants and provide all information and disclosures required by the City regarding the assessment to purchasers of the Property or any part of it.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, I hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_ 2022.

OWNER:  
Frank Bertao

OWNER:  
Joseph Bertao

By: \_\_\_\_\_  
Frank Bertao  
Owner:

By: \_\_\_\_\_  
Joseph Bertao  
Owner

The address of the above owner for receiving notices is:

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MADERA THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
Alicia Gonzales, City Clerk

**EXHIBIT A**  
**Legal Description**

### **LEGAL DESCRIPTION**

Real property in the City of Madera, County of Madera, State of California, described as follows:

PARCEL B OF PARCEL MAP NO. 07-P-04, IN THE CITY OF MADERA, COUNTY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, RECORDED JUNE 19, 2007, IN BOOK 57, PAGES 40 AND 41 OF PARCEL MAPS, MADERA COUNTY RECORDS.

APN: 013-050-006

**Attachment 3**

Resolution for Initiation of Proceedings for Annexation into Zone of Benefit 51

**RESOLUTION NO. 23-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA INITIATING PROCEEDINGS PURSUANT TO THE LANDSCAPING  
AND LIGHTING ACT OF 1972 FOR THE ANNEXATION OF PROPERTY INTO  
CITY OF MADERA LANDSCAPE MAINTENANCE DISTRICT (LMD) ZONE OF  
BENEFIT 51, TO REVIEW THE IMPROVEMENTS AND ASSESSMENTS FOR  
FISCAL YEAR 2024-2025, AND SETTING A PUBLIC HEARING**

**WHEREAS**, the Landscaping and Lighting Act of 1972 (“Act”) provides and establishes procedures for annexing properties to an existing Landscaping and Lighting Assessment District; and

**WHEREAS**, the City of Madera Landscape Maintenance District (District) was formed by Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the “Act” to levy and collect assessments to cover the cost of maintaining all landscaping, and irrigation systems within the District public right-of-way; and

**WHEREAS**, not only will annexing this new development into the existing district ensure that all benefitting parcels share equally in the costs to maintain the improvements, but consolidating the benefitting developments into a single assessment district will facilitate their management by the City; and

**WHEREAS**, the proceedings for the annexation of the aforementioned tracts and public lands to the District are authorized by and will be conducted pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code; and

**WHEREAS**, pursuant to Streets and Highways Code section 22608, resolutions, reports, notices of hearing, and the right of majority protest may be waived with the written consent of all landowners of the territory to be annexed; and

**WHEREAS**, Sherwood Apartments, Grove Gardens, Bellava Apartments, Cal-Pacific Supply, Madera Industrial WHSE, Sugar Pine Village, and Naz Sixplex are the landowners of the properties proposed for annexation and located at multiple locations as further described or depicted on EXHIBIT A (“Subject Property”) and diagrammed in Exhibit B; and

**WHEREAS**, Property owners have provided a petition for annexation and written consent to waiver of resolutions, reports, notices of hearing, and the right of majority protest regarding their Subject Property, as well as consenting to the amount of the proposed levy for the current fiscal year; and

**WHEREAS**, as a result, no report by the City Engineer is required to be prepared and filed with the City Clerk which outlines the land to be annexed, etc.; and

**WHEREAS**, this City Council now desires to proceed to adopt this Resolution of Intention to declare its intent to annex the Subject Properties into LMD Zone of Benefit 51, and to set and specify the levy and collection of assessments, and to set a time and place for a public hearing relating to the annexation of the Subject Properties into LMD Zone of Benefit 51.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY**, finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council proposes to annex the Subject Properties into LMD Zone of Benefit 51 of City of Madera City of Madera Landscape Maintenance District formed by the City Council for the City of Madera per Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code and pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets and Highways Code). The property proposed to be annexed is identified on Exhibit "A" and diagrammed in Exhibit "B".
3. The Subject Properties proposed to be annexed and to be specifically charged for the improvements shall include all of the land identified on Exhibit "A" and shall be designated part of LMD Zone of Benefit 51
4. The improvements which are provided for the properties within City of Madera Landscape Maintenance District, and which shall be provided for the properties within LMD Zone of Benefit 51 by and through the assessments levied annually thereon shall include the following:
  - a. The installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands; and
  - b. The installation or construction of irrigation systems; and
  - c. The maintenance and servicing of any of the foregoing.
5. The City Engineer of the City of Madera is hereby designated the engineer for the annexation proceedings. The City Council finds that the landowners have presented a written consent, and that the engineer is not required to prepare and file with the City Clerk a report in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972 for the annexation proceedings, consistent with the Landscaping and Lighting Act of 1972.

6. The City Engineer is hereby directed to review, and modify the assessments levied against parcels previously within LMD Zone of Benefit 51 district boundaries in accordance with Article 4 of Chapter 1 of the Landscaping and Lighting Act of 1972 for the annexation proceedings, as required by Chapter 2 of Part 2 of Division 15 of the Landscaping and Lighting Act of 1972. The proposed assessments upon the lots and parcels of land are set forth in Exhibit "C."

7. Notice is given that on December 20, 2023, at the hour of 6:00 p.m., in the regular meeting place of the City Council being the Council Chambers located at 205 W. Fourth Street, Madera, California 93637, a public hearing will be held where this City Council will consider the authorization for the annexation of the Subject Property into City of Madera Landscape Maintenance District Zone of Benefit 51, the proposed assessment of the levy with the Subject Property and all other matters as set forth in this Resolution of Intention. Pursuant to the petition, all of the landowner(s) within the Subject Property have waived all applicable resolutions, reports, notices of hearing, and the right of majority protest.

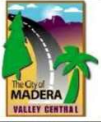
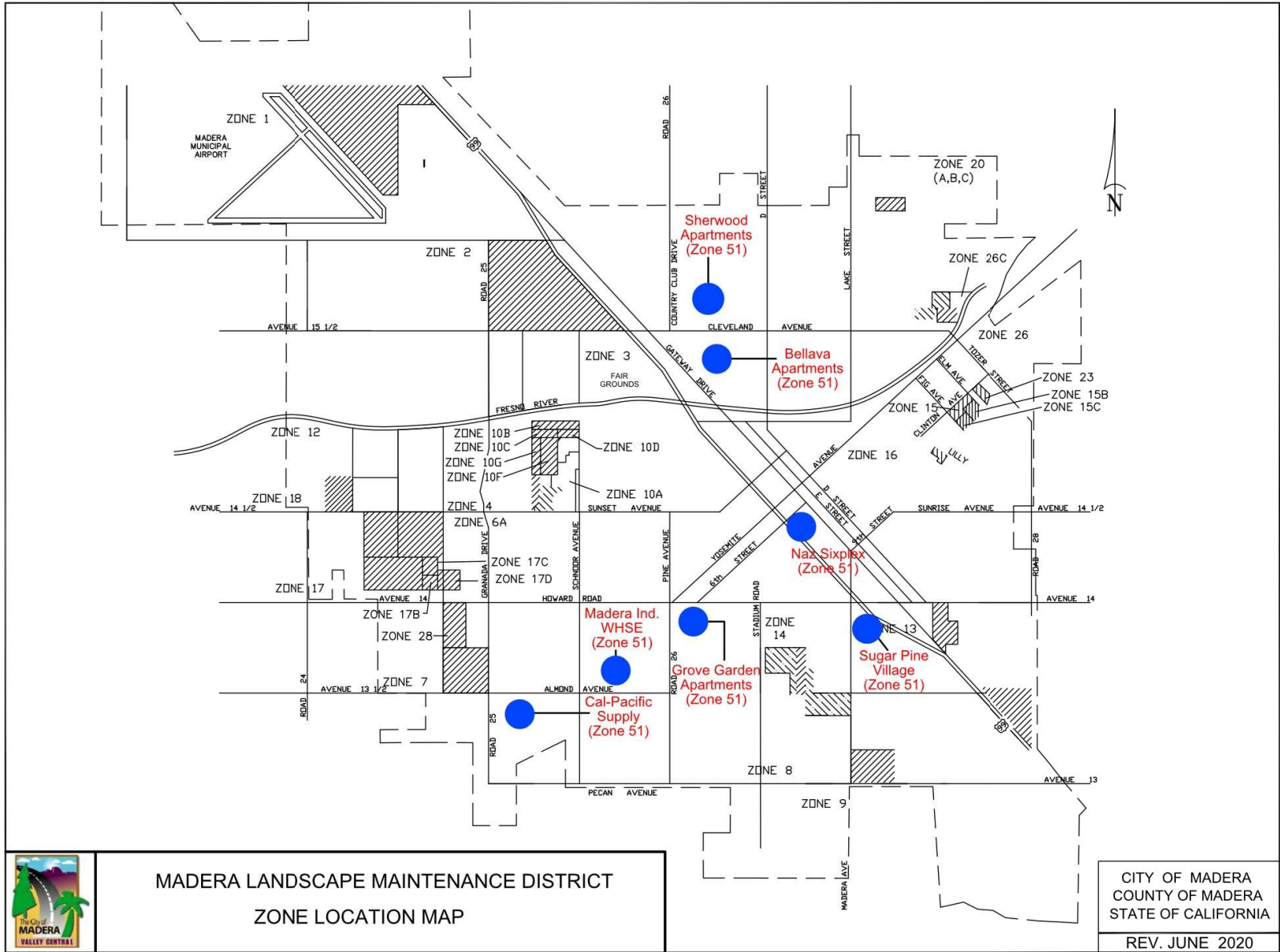
At such public hearing, the testimony or protest of all interested persons for or against the annexation of the Subject Property or the imposition of levy of assessments within the Subject Property will be heard.

8. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**Exhibit A**

Zone of Benefit 51 Location Map

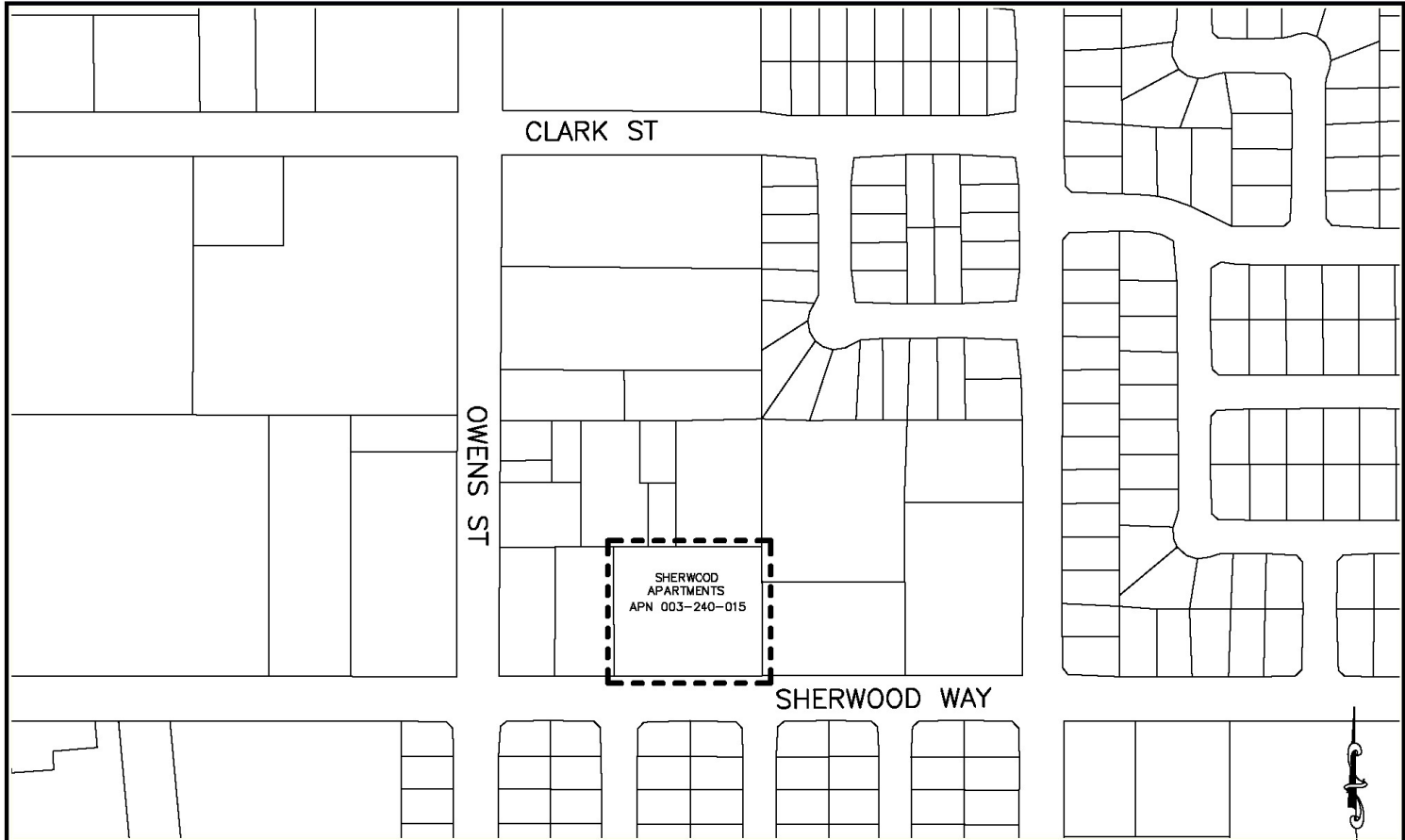


MADERA LANDSCAPE MAINTENANCE DISTRICT  
 ZONE LOCATION MAP

CITY OF MADERA  
 COUNTY OF MADERA  
 STATE OF CALIFORNIA  
 REV. JUNE 2020

**Exhibit B**

Properties to be Annexed into Zone of Benefit 51 Diagram



SHERWOOD APARTMENTS  
APN 003-240-015

CLARK ST

OWENS ST

SHERWOOD WAY

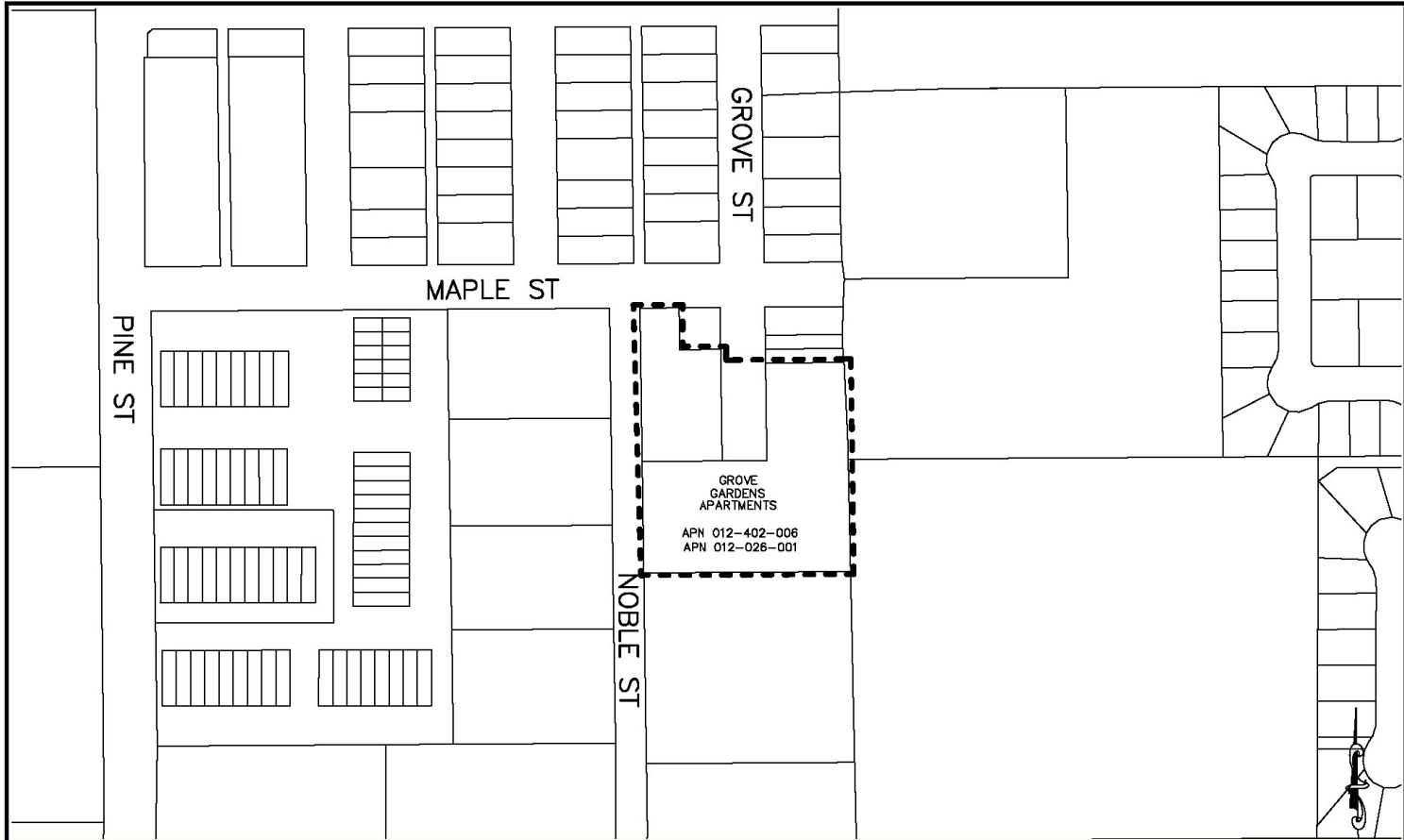
LEGEND

- PARCEL LOT BOUNDARY.
- - - ASSESSOR'S BOUNDARY
- 1 SUBDIVISION PARCEL NUMBER



ASSESSMENT DIAGRAM  
INCLUSION OF SHERWOOD APARTMENTS  
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51  
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA  
SHERWOOD APARTMENTS  
REV. JULY 2022



GROVE  
GARDENS  
APARTMENTS  
APN 012-402-006  
APN 012-026-001

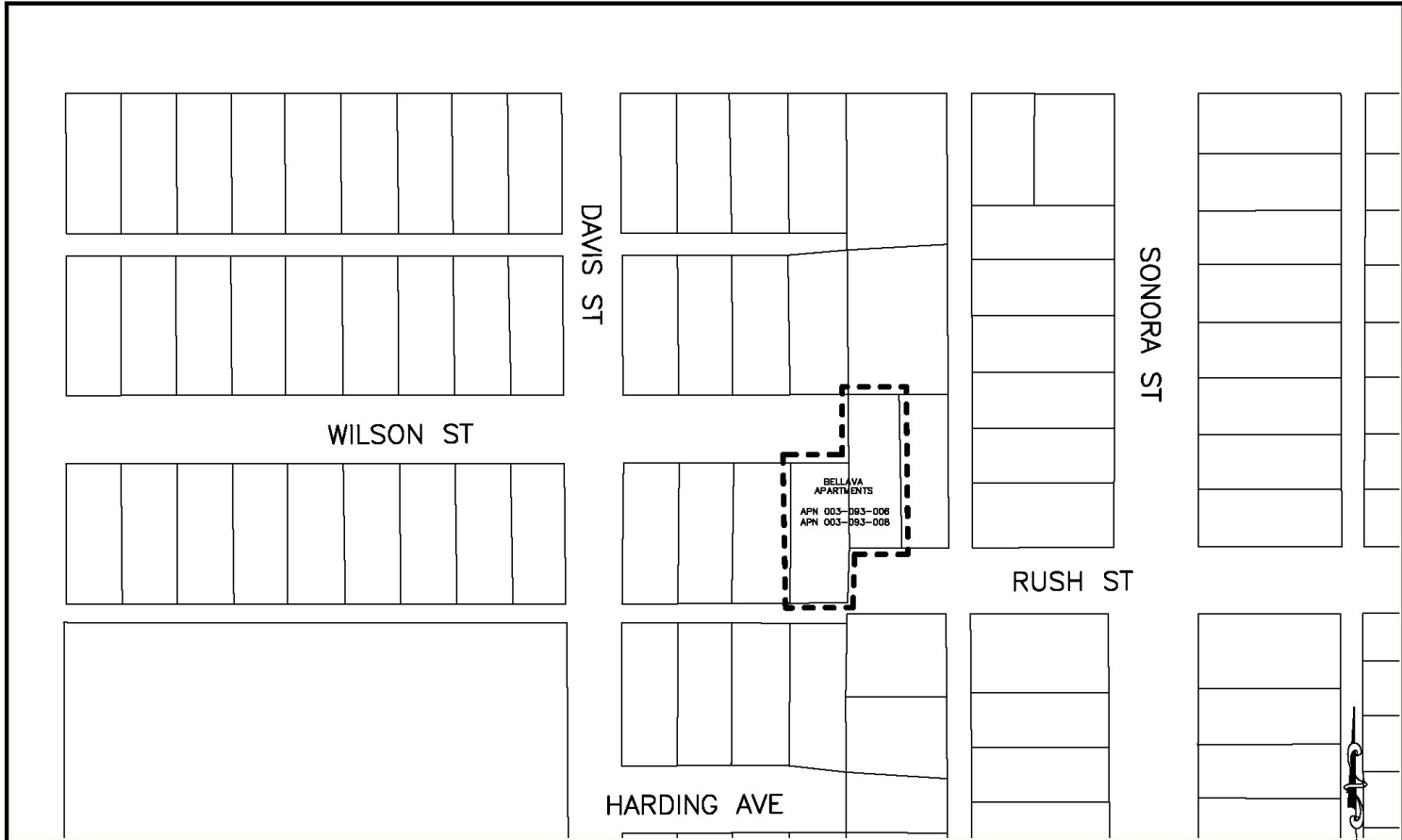
LEGEND

- PARCEL LOT BOUNDARY.
- - - ASSESSOR'S BOUNDARY
- 1 SUBDIVISION PARCEL NUMBER

NTS

ASSESSMENT DIAGRAM  
INCLUSION OF GROVE GARDEN APARTMENTS  
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51  
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA  
GROVE GARDEN  
APARTMENTS  
REV. JULY 2022



BELLAVA APARTMENTS  
 APN 003-083-008  
 APN 003-083-008

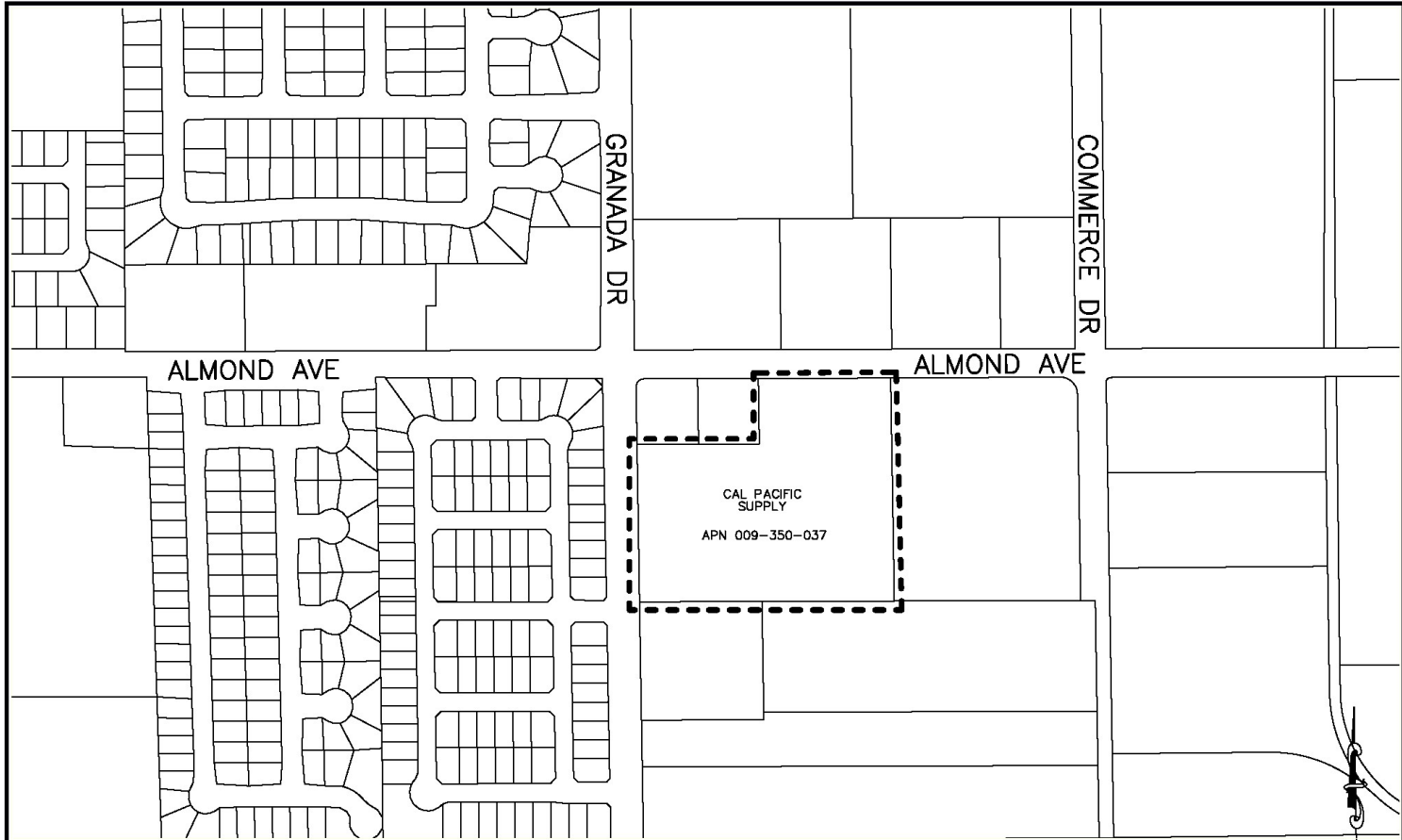
LEGEND

- PARCEL LOT BOUNDARY.
- - - ASSESSOR'S BOUNDARY
- 1 SUBDIVISION PARCEL NUMBER

NTS

ASSESSMENT DIAGRAM  
 INCLUSION OF BELLAVA APARTMENTS  
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51  
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA  
 BELLAVA APARTMENTS  
 REV. JULY 2022

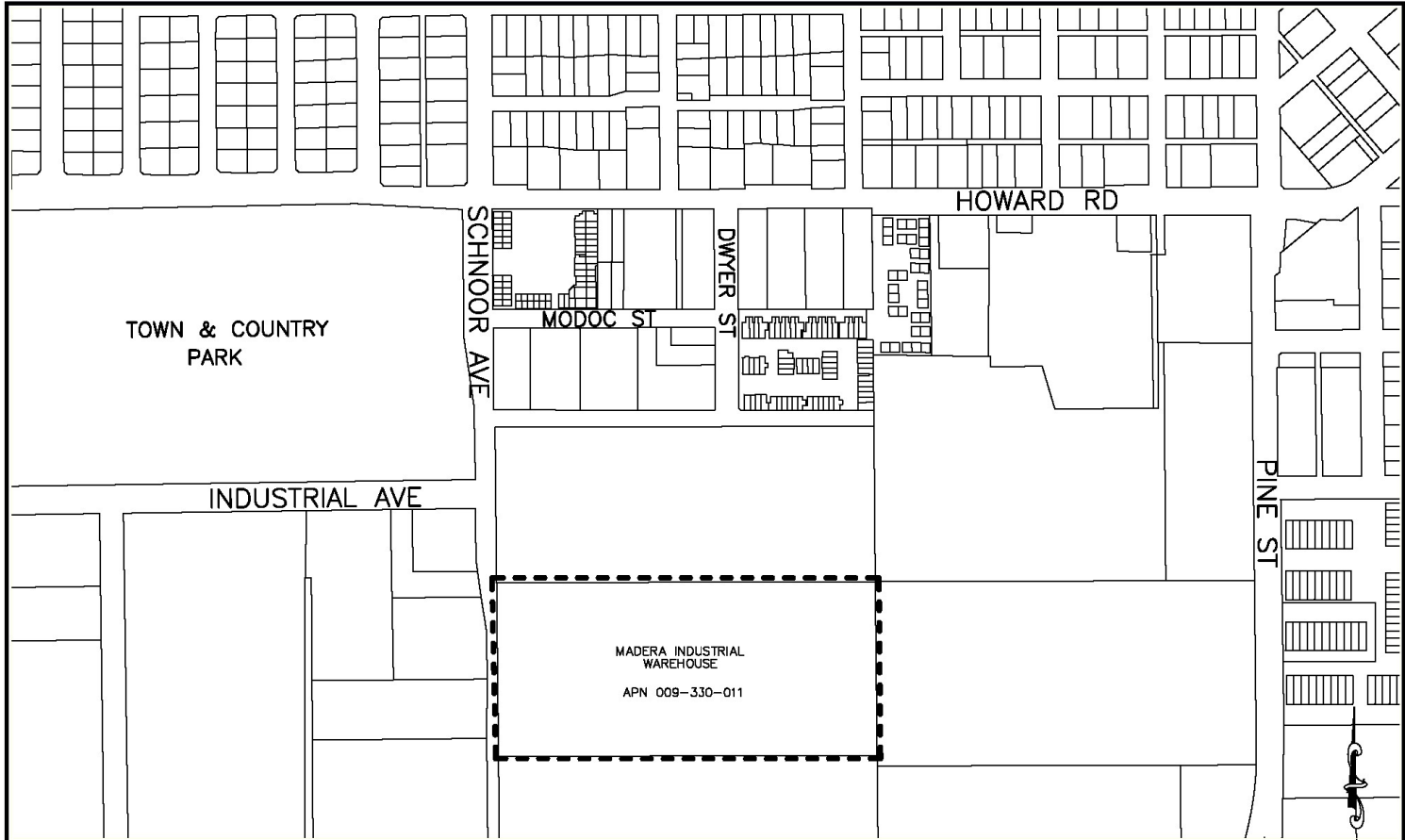


ASSESSMENT DIAGRAM  
 INCLUSION OF CAL PACIFIC SUPPLY  
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51  
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

- LEGEND**
- PARCEL LOT BOUNDARY.
  - - - ASSESSOR'S BOUNDARY
  - 1 SUBDIVISION PARCEL NUMBER

NTS

CITY OF MADERA
CAL PACIFIC SUPPLY
REV. JULY 2022

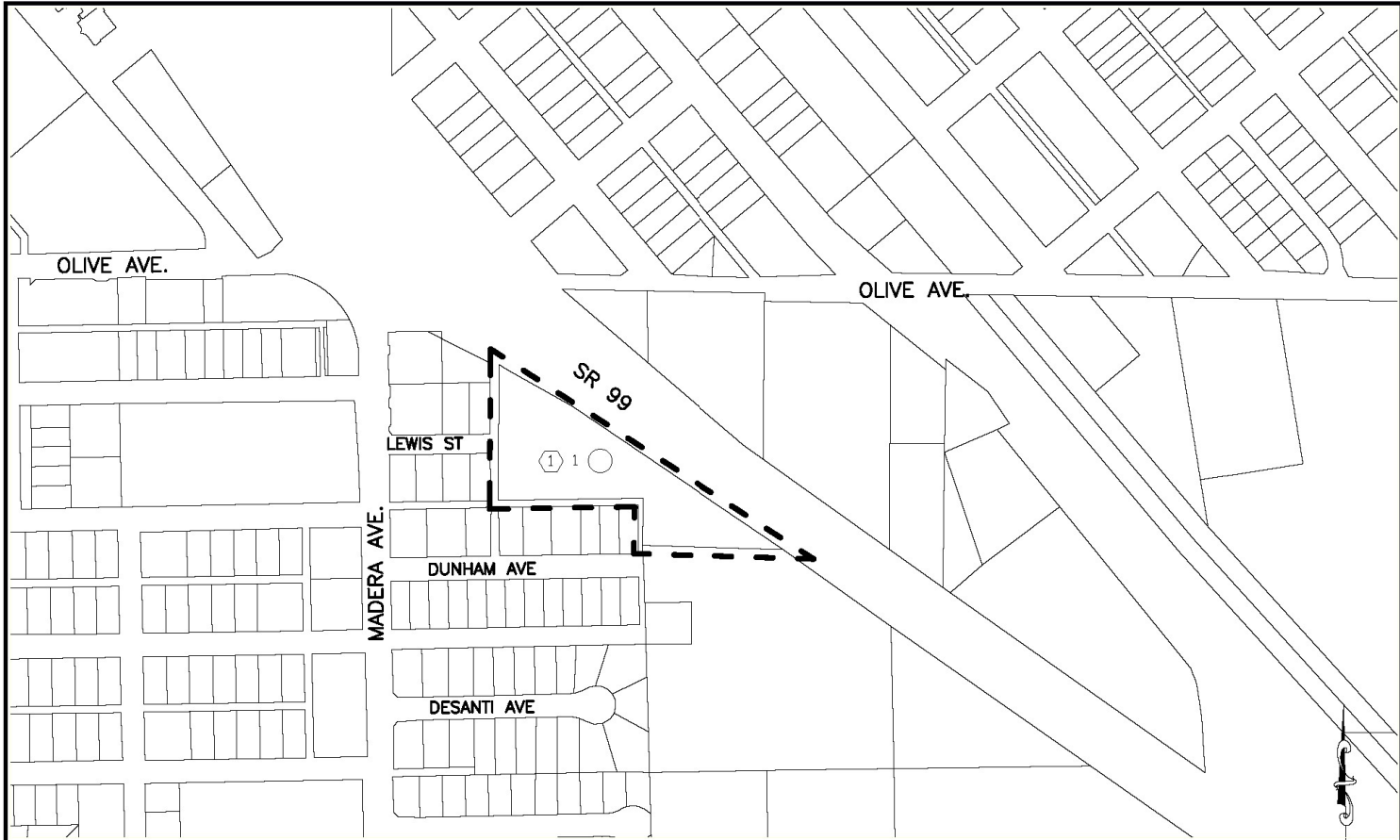


ASSESSMENT DIAGRAM  
 INCLUSION OF MADERA INDUSTRIAL WAREHOUSE  
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51  
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

**LEGEND**  
 ——— PARCEL LOT BOUNDARY  
 - - - ASSESSOR'S BOUNDARY  
 1 SUBDIVISION PARCEL NUMBER

NTS

CITY OF MADERA  
 MADERA INDUSTRIAL  
 WAREHOUSE  
 REV. JULY 2022



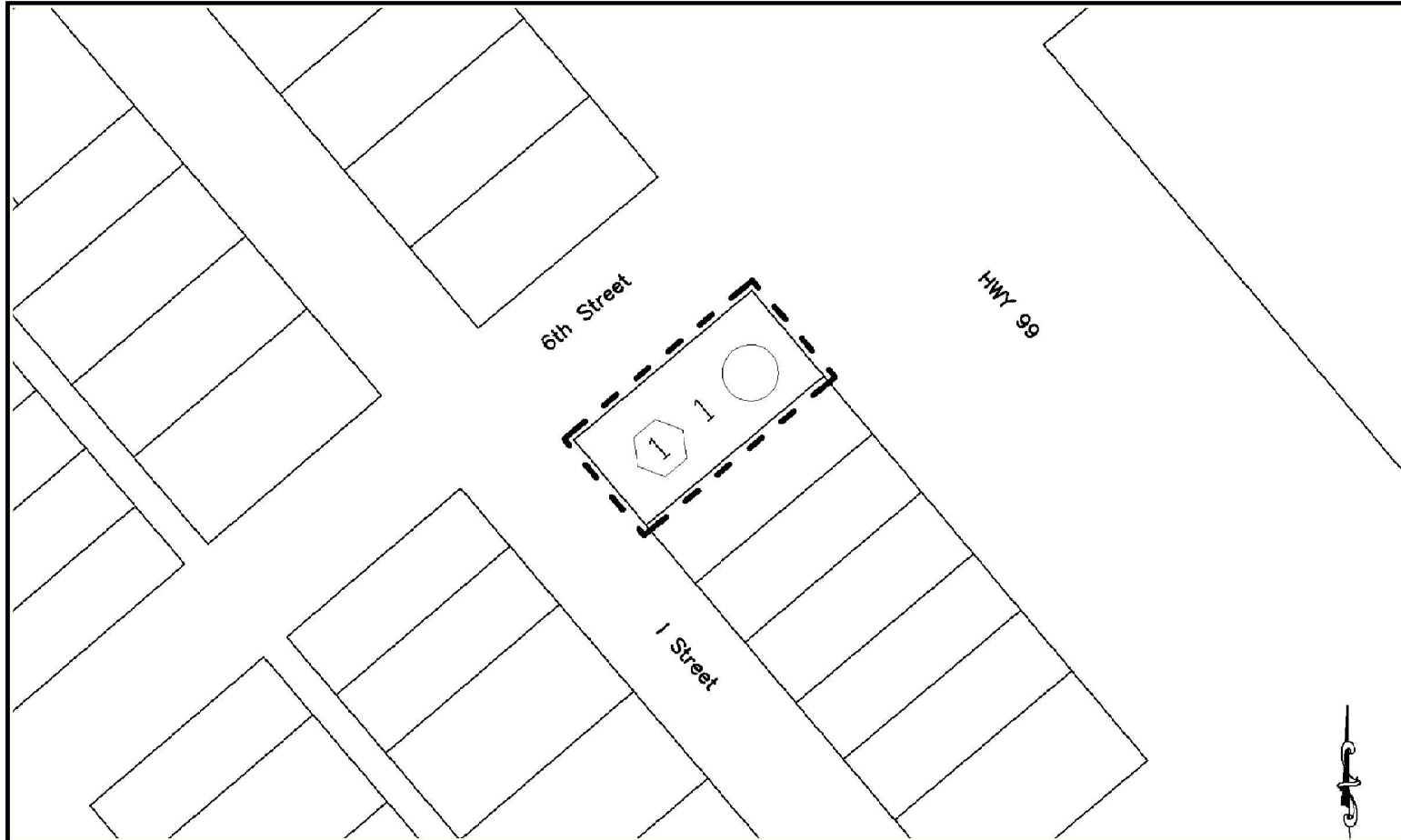
LEGEND

- PARCEL LOT BOUNDARY.
- - - ASSESSOR'S BOUNDARY
- 1 SUBDIVISION PARCEL LETTER/NUMBER
- ① ASSESSMENT NUMBER
- ① APN NUMBER.



ASSESSMENT DIAGRAM  
 INCLUSION OF SUGAR PINE APARTMENT COMPLEX  
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51  
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA  
 SUGAR PINE  
 APARTMENT COMPLEX  
 REV. JUNE 2020



NTS

**LEGEND**

- PARCEL LOT BOUNDARY
- - - - ASSESSOR'S BOUNDARY
- 1 SUBDIVISION PARCEL LETTER/NUMBER
- ① ASSESSMENT NUMBER
- ① APN NUMBER

ASSESSMENT DIAGRAM  
 INCLUSION OF 322 W 6TH STREET APARTMENT COMPLEX  
 INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51  
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA  
 322 W 6TH STREET  
 APARTMENT COMPLEX  
 REV. OCT. 2023

## **Exhibit C**

### Assessment Amounts

<b>Property</b>	<b>Assessor's Parcel #</b>	<b>Annual Assessment per Parcel</b>
Sherwood Apartments	003-240-015	\$98.56
Grove Gardens (16)	012-026-001	\$56.00
Grove Gardens (18)	012-402-006	\$162.54
Bellava Apartments	003-093-006	\$9.92
Bellava Apartments	003-093-008	\$0.00
Cal-Pacific Supply	009-350-024	\$76.48
Cal-Pacific Supply	009-350-025	\$76.48
Cal-Pacific Supply	009-350-026	\$76.48
Cal-Pacific Supply	009-350-029	\$344.42
Madera Industrial Whse	009-330-011	\$870.00
Sugar Pine Village	011-143-006	\$42.00
Sugar Pine Village	011-143-007	\$133.00
Naz Sixplex	010-132-001	\$15.86

**Exhibit D**

Annexation Consent and Protest Waiver - Sherwood Apartments

Vanik Pogosyan  
Arshak Sargsyan  
Sherwood Apartments

**RE: Petition (Including Consent and Waiver) Requesting Annexation To  
Madera Landscape and Lighting Maintenance Zone No. 51**

Dear City Council of the City of Madera:

The undersigned landowner does hereby certify under penalty of perjury that the following statements are all true and correct:

1. The undersigned is authorized to represent the landowner identified below and is its designated representative to request and petition the City Council (the "Council") of the City of Madera (the "City") for annexation to Madera Landscape and Lighting Maintenance Zone No. 51. ("Zone No. 51") pursuant to the provisions of Landscaping and Lighting Act of 1972 ("Act"), commencing at California Streets and Highways Code section 22500 *et seq.*, and to authorize certain other consents and waivers contained herein. The boundaries of the territory to be annexed are described on Exhibit "A" hereto and by this reference incorporated herein.

2. The landowner hereby certifies that as of the date indicated opposite of the undersigned's signature, the landowner listed herein is the owner of the property within the proposed annexation boundary of Zone No. 51 (the "Property"), which Property's boundary is further described in Exhibit "A" hereto.

3. The landowner, pursuant to Sections 22607 and 22585 *et seq.* of the Act, hereby requests that proceedings be commenced:

(a) To annex the Property to Zone No. 51 for the purposes including the following:

- The installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands;
- The installation or construction of irrigation systems;
- Special amenities including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts; and
- The maintenance and servicing of any of the foregoing.

(b) To authorize the levy of assessments on the Property in accordance with the rate and method of apportionment of Zone No. 51 to finance the above-mentioned services, incidental expenses and fees; and

(c) To authorize the issuance of bonds for Zone No. 51, if applicable.

4. In accordance with the provisions of the Act, and specifically Section 22608 for annexation proceedings, resolutions, report, notices of hearing, and right of majority protest shall

be waived with written consent of the owners of property within the territory to be annexed, the landowner (i) expressly waives the resolutions, report, notices of hearing, and right of majority protest, and consents to a public hearing and adoption of a Resolution by the City Council ordering annexation and levy of the Property; and (ii) expressly waives any requirement to have a ballot and majority protest proceeding per Government Code Section 53753 or as may be permitted by the Act.

6. The landowner expressly waives all applicable waiting periods for the election and waives the requirement for analysis, engineer's report, etc., and consents to not having such materials provided to the landowner, and expressly waives any requirements as to the form of the ballot.

8. The landowner acknowledges and agrees that the initial annual levy for the Zone No. 51, is currently \$6.16 per each of the 16 dwelling units, and that the levy may be adjusted by the City in the future consistent with the Act.

9. The undersigned warrants it is the owner of one hundred percent (100%) of the Property. The undersigned warrants that there are no liens or encumbrances on the Property in the favor of any lender, including but not limited to any deeds of trust, mortgages, leases, or liens of a similar nature.

11. The undersigned agrees to execute such additional or supplemental agreements as may be required by the City to provide for any actions and conditions under this petition, including any amount of cash deposit required to pay for the City's costs related to annexing into Zone No. 51.

12. The undersigned agrees to cooperate with the City, its attorneys and consultants and provide all information and disclosures required by the City regarding the assessment to purchasers of the Property or any part of it.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, I hereunto set my hand this 14 day of April 2022.

OWNER:  
Sherwood Apartments

By:  4/14/22  
Vanik Pogosyan  
Owner

By:  04/14/2022  
Arshak Sargsyan  
Owner

The address of the above owner for receiving notices is:

To: VANIK POGOSYAN  
7212 N. STACIA AVE  
FRESNO, CA 93720

With a copy to: Arshak Sargsyan  
6162 W. Pinedale Ave.  
Fresno CA 93722

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MADERA THIS  
DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
Alicia Gonzales, City Clerk

**EXHIBIT A**  
**Legal Description**

**Legal Description**  
**Sherwood Apartments**  
**For APN/Parcel ID(s): 003-240-015-000**

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All that certain Real Property located in the County of Madera, State of California, described as follows:

Parcel A: That portion of Lot 67 of Miller and Lux Subdivision of Lands in Madera County, California, according to the Map thereof recorded in Book 9 at Page 32 of Maps described as follows:

Beginning at the Southeast corner of said Lot 67, thence Northerly a distance of 233.345 feet along and on the Easterly line of said Lot 67 to a point: thence Westerly a distance of 466.69 feet along and on a line parallel to the Northerly line of said Lot 67 to a point. thence Southerly along on a line parallel to the Easterly line of said Lot 67, a distance of 233.345 feet. thence Easterly along and on a line lying parallel to the Northerly line of said Lot 67, a distance of 466.69 feet to the point of beginning: said parcel being approximately the South half of said Lot 67.

EXCEPTING THEREFROM that portion lying Westerly of the following described line:

Beginning at a point on the South line of said Lot 67 distant thereon Westerly 266.67 feet from the Southeast corner of said lot; running thence Northerly and parallel with the Easterly line of said lot, a distance of 233.345 feet to a point, thence Westerly and parallel with the Northerly line of said lot, a distance of 100.0 feet to a point: thence Southerly and parallel with the Easterly line of said lot, a distance of 233.345 feet to a point; thence Easterly and parallel with the Northerly line of said lot, a distance of 100 feet to the point of beginning.

Parcel B: An easement for ingress and egress from, over and across said property over a strip of land described as being 20 feet in width, the center line of which is described as beginning on the point of intersection to the Easterly line of said Lot 67 with the center line running East and West through said Lot 67; thence from said point of beginning along and on said center line Westerly to the point of intersection with the Westerly line of said Lot 67.

EXCEPTING THEREFROM any portion lying within Parcel A described above.

**Exhibit E**

Annexation Consent and Protest Waiver - Grove Gardens



413 W Yosemite Ave, Suite 106  
Madera, CA 93637

**RE: Petition (Including Consent and Waiver) Requesting Annexation To  
Madera Landscape and Lighting Maintenance Zone No. 51, Grove Gardens  
Apartments**

Dear City Council of the City of Madera:

The undersigned landowner does hereby certify under penalty of perjury that the following statements are all true and correct:

1. The undersigned is authorized to represent the landowner identified below and is its designated representative to request and petition the City Council (the "Council") of the City of Madera (the "City") for annexation to Madera Landscape and Lighting Maintenance Zone No. 51. ("Zone No. 51") pursuant to the provisions of Landscaping and Lighting Act of 1972 ("Act"), commencing at California Streets and Highways Code section 22500 *et seq.*, and to authorize certain other consents and waivers contained herein. The boundaries of the territory to be annexed are described on Exhibit "A" hereto and by this reference incorporated herein.

2. The landowner hereby certifies that as of the date indicated opposite of the undersigned's signature, the landowner listed herein is the owner of the property within the proposed annexation boundary of Zone No. 51 (the "Property"), which Property's boundary is further described in Exhibit "A" hereto.

3. The landowner, pursuant to Sections 22607 and 22585 *et seq.* of the Act, hereby requests that proceedings be commenced:

(a) To annex the Property to Zone No. 51 for the purposes including the following:

- The installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands;
- The installation or construction of irrigation systems;
- Special amenities including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts; and
- The maintenance and servicing of any of the foregoing.

(b) To authorize the levy of assessments on the Property in accordance with the rate and method of apportionment of Zone No. 51 to finance the above-mentioned services, incidental expenses and fees; and

(c) To authorize the issuance of bonds for Zone No. 51, if applicable.

4. In accordance with the provisions of the Act, and specifically Section 22608 for annexation proceedings, resolutions, report, notices of hearing, and right of majority protest shall be waived with written consent of the owners of property within the territory to be annexed, the landowner (i) expressly waives the resolutions, report, notices of hearing, and right of majority protest, and consents to a public hearing and adoption of a Resolution by the City Council ordering annexation and levy of the Property; and (ii) expressly waives any requirement to have a ballot and majority protest proceeding per Government Code Section 53753 or as may be permitted by the Act.

6. The landowner expressly waives all applicable waiting periods for the election and waives the requirement for analysis, engineer's report, etc., and consents to not having such materials provided to the landowner, and expressly waives any requirements as to the form of the ballot.

8. The landowner acknowledges and agrees that the initial annual levy for the Zone No. 51, is currently \$3.50 for dwelling units in APN 012-026-001 and \$9.03 per dwelling unit in APN 012-402-006 per parcel, and that the levy may be adjusted by the City in the future consistent with the Act.

9. The undersigned warrants it is the owner of one hundred percent (100%) of the Property. The undersigned warrants that there are no liens or encumbrances on the Property in the favor of any lender, including but not limited to any deeds of trust, mortgages, leases, or liens of a similar nature.

11. The undersigned agrees to execute such additional or supplemental agreements as may be required by the City to provide for any actions and conditions under this petition, including any amount of cash deposit required to pay for the City's costs related to annexing into Zone No. 51.

12. The undersigned agrees to cooperate with the City, its attorneys and consultants and provide all information and disclosures required by the City regarding the assessment to purchasers of the Property or any part of it.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, I hereunto set my hand this 13<sup>th</sup> day of June 2022.

OWNER:

Berry & Berry Inc

By: 

Todd D. Phillips  
C.E.O.

The address of the above owner for receiving notices is:

To:

TODD PHILLIPS  
BERRY & BERRY INC.  
413 W. YOSEMITE AVE STE 106  
MADERA CA 93637

With a copy to:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MADERA THIS  
DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
Alicia Gonzales, City Clerk

**EXHIBIT A**

**Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:** APN 012-026-001

ALL OF LOTS ONE (1), TWO (2) AND THREE (3), EXCEPT THE EASTERLY 75 FEET THEREOF, AND ALL OF LOTS FOUR (4 ), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), AND ELEVEN (11 ); IN BLOCK TEN (10) OF PARK ADDITION TO MADERA, ACCORDING TO MAP ENTITLED "PARK ADDITION TO MADERA" FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF FRESNO, STATE OF CALIFORNIA, APRIL 27, 1893, AND RECORDED NO. 284.

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**PARCEL 2:** APN 012-402-006

PARCEL 3 OF PARCEL MAP NO. 99-P-01, IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED MAY 28, 1999 IN VOLUME 47 OF MAPS, AT PAGES 121 AND 122, MADERA COUNTY RECORDS.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Madera )

On 6-13-22 before me, Deborah Farakesh, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Todd D. Phillips  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**Exhibit F**

Annexation Consent and Protest Waiver - Bellava Apartments

**Bellava Construction LLC**  
**27019 Edgewater Lane**  
**Valencia, CA 91355**

**RE: Petition (Including Consent and Waiver) Requesting Annexation To  
Madera Landscape and Lighting Maintenance Zone No. 51, Bellava  
Apartments**

Dear City Council of the City of Madera:

The undersigned landowner does hereby certify under penalty of perjury that the following statements are all true and correct:

1. The undersigned is authorized to represent the landowner identified below and is its designated representative to request and petition the City Council (the "Council") of the City of Madera (the "City") for annexation to Madera Landscape and Lighting Maintenance Zone No. 51. ("Zone No. 51") pursuant to the provisions of Landscaping and Lighting Act of 1972 ("Act"), commencing at California Streets and Highways Code section 22500 *et seq.*, and to authorize certain other consents and waivers contained herein. The boundaries of the territory to be annexed are described on Exhibit "A" hereto and by this reference incorporated herein.

2. The landowner hereby certifies that as of the date indicated opposite of the undersigned's signature, the landowner listed herein is the owner of the property within the proposed annexation boundary of Zone No. 51 (the "Property"), which Property's boundary is further described in Exhibit "A" hereto.

3. The landowner, pursuant to Sections 22607 and 22585 *et seq.* of the Act, hereby requests that proceedings be commenced:

(a) To annex the Property to Zone No. 51 for the purposes including the following:

- The installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands;
- The installation or construction of irrigation systems;
- Special amenities including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts; and
- The maintenance and servicing of any of the foregoing.

(b) To authorize the levy of assessments on the Property in accordance with the rate and method of apportionment of Zone No. 51 to finance the above-mentioned services, incidental expenses and fees; and

(c) To authorize the issuance of bonds for Zone No. 51, if applicable.

4. In accordance with the provisions of the Act, and specifically Section 22608 for annexation proceedings, resolutions, report, notices of hearing, and right of majority protest shall be waived with written consent of the owners of property within the territory to be annexed, the

landowner (i) expressly waives the resolutions, report, notices of hearing, and right of majority protest, and consents to a public hearing and adoption of a Resolution by the City Council ordering annexation and levy of the Property; and (ii) expressly waives any requirement to have a ballot and majority protest proceeding per Government Code Section 53753 or as may be permitted by the Act.

6. The landowner expressly waives all applicable waiting periods for the election and waives the requirement for analysis, engineer's report, etc., and consents to not having such materials provided to the landowner, and expressly waives any requirements as to the form of the ballot.

8. The landowner acknowledges and agrees that the initial annual levy for the Zone No. 51, is currently \$1.24 per parcel, and that the levy may be adjusted by the City in the future consistent with the Act.

9. The undersigned warrants it is the owner of one hundred percent (100%) of the Property. The undersigned warrants that there are no liens or encumbrances on the Property in the favor of any lender, including but not limited to any deeds of trust, mortgages, leases, or liens of a similar nature.

11. The undersigned agrees to execute such additional or supplemental agreements as may be required by the City to provide for any actions and conditions under this petition, including any amount of cash deposit required to pay for the City's costs related to annexing into Zone No. 51.

12. The undersigned agrees to cooperate with the City, its attorneys and consultants and provide all information and disclosures required by the City regarding the assessment to purchasers of the Property or any part of it.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, I hereunto set my hand this 18 day of April 2022.

OWNER:  
Bellava Construction, LLC

By:   
Sergio Nunez  
Manager

The address of the above owner for receiving notices is:

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MADERA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
Alicia Gonzales, City Clerk

**EXHIBIT A**  
**Legal Description**

All that certain Real Property located in the County of Madera, State of California, described as follows:

The land referred to herein below is situated in the City of Madera, County of Madera, State of California and is described as follows:

Lot 42 of Mace Addition to the Town, now City of Madera, according to the map entitled, "Plat of Mace's Addition to Madera," filed and recorded in the Office of the County Recorder of the County of Fresno, State of California, June 29, 1892 and recorded No. 11.

Assessor's Parcel No: 003-093-006

---

The land described herein is situated in the State of California, County of Madera, City of Madera, described as follows:

The West 1/2 of the South 136 feet, more or less of Lot "A" of La Nueva Addition to the City of Madera, according to the map entitled, "Map of La Nueva Addition", filed and recorded in the office of the County Recorder of the County of Madera, State of California, March 8, 1927 in Vol. 5 of Maps at Page 26.

Assessor's Parcel No: 003-093-008-000

**Exhibit G**

Annexation Consent and Protest Waiver - Cal-Pacific Supply



**RE: Petition (Including Consent and Waiver) Requesting Annexation To  
Madera Landscape and Lighting Maintenance Zone No. 51, Ahmed Alamari**

Dear City Council of the City of Madera:

The undersigned landowner does hereby certify under penalty of perjury that the following statements are all true and correct:

1. The undersigned is authorized to represent the landowner identified below and is its designated representative to request and petition the City Council (the "Council") of the City of Madera (the "City") for annexation to Madera Landscape and Lighting Maintenance Zone No. 51. ("Zone No. 51") pursuant to the provisions of Landscaping and Lighting Act of 1972 ("Act"), commencing at California Streets and Highways Code section 22500 *et seq.*, and to authorize certain other consents and waivers contained herein. The boundaries of the territory to be annexed are described on Exhibit "A" hereto and by this reference incorporated herein.

2. The landowner hereby certifies that as of the date indicated opposite of the undersigned's signature, the landowner listed herein is the owner of the property within the proposed annexation boundary of Zone No. 51 (the "Property"), which Property's boundary is further described in Exhibit "A" hereto.

3. The landowner, pursuant to Sections 22607 and 22585 *et seq.* of the Act, hereby requests that proceedings be commenced:

(a) To annex the Property to Zone No. 51 for the purposes including the following:

- The installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands;
- The installation or construction of irrigation systems;
- Special amenities including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts; and
- The maintenance and servicing of any of the foregoing.

(b) To authorize the levy of assessments on the Property in accordance with the rate and method of apportionment of Zone No. 51 to finance the above-mentioned services, incidental expenses and fees; and

(c) To authorize the issuance of bonds for Zone No. 51, if applicable.

4. In accordance with the provisions of the Act, and specifically Section 22608 for annexation proceedings, resolutions, report, notices of hearing, and right of majority protest shall be waived with written consent of the owners of property within the territory to be annexed, the

landowner (i) expressly waives the resolutions, report, notices of hearing, and right of majority protest, and consents to a public hearing and adoption of a Resolution by the City Council ordering annexation and levy of the Property; and (ii) expressly waives any requirement to have a ballot and majority protest proceeding per Government Code Section 53753 or as may be permitted by the Act.

6. The landowner expressly waives all applicable waiting periods for the election and waives the requirement for analysis, engineer's report, etc., and consents to not having such materials provided to the landowner, and expressly waives any requirements as to the form of the ballot.

8. The landowner acknowledges and agrees that the initial annual levy for the Zone No. 51, is currently \$76.48 for APN 009-350-024, \$76.48 for APN 009-350-025, \$76.48 for APN 009-350-026, and \$344.42 for APN 009-350-029 per parcel, and that the levy may be adjusted by the City in the future consistent with the Act.

9. The undersigned warrants it is the owner of one hundred percent (100%) of the Property. The undersigned warrants that there are no liens or encumbrances on the Property in the favor of any lender, including but not limited to any deeds of trust, mortgages, leases, or liens of a similar nature.

11. The undersigned agrees to execute such additional or supplemental agreements as may be required by the City to provide for any actions and conditions under this petition, including any amount of cash deposit required to pay for the City's costs related to annexing into Zone No. 51.


12. The undersigned agrees to cooperate with the City, its attorneys and consultants and provide all information and disclosures required by the City regarding the assessment to purchasers of the Property or any part of it.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, I hereunto set my hand this 3<sup>rd</sup> day of June 2022.

OWNER:

Cal-Pacific Supply

By:   
Ahmed Alamari  
Owner

The address of the above owner for receiving notices is:

To: Cal-Pacific Supply Inc  
601 Noble Street  
Madera CA 93637

With a copy to: Ahmed Alamari  
13 Pointe West  
Madera, CA 93637

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MADERA THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
Alicia Gonzales, City Clerk

**EXHIBIT A**  
**Legal Description**

Real property in the City of Madera, County of Madera, State of California, described as follows:

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, FURTHER DESCRIBED AS FOLLOWS:

PARCELS 3, 4, AND 5 OF PARCEL MAP NO. 91-P-12, IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 39 OF MAPS, AT PAGES 85 AND 86, MADERA COUNTY RECORDS.

**TOGETHER WITH** PARCEL 6 OF SAID PARCEL MAP, EXCEPTING THEREFROM THE EAST 75.00 FEET THEREOF.

RESULTING IN ONE PARCEL.

CONTAININ 8.55 ACRES, MORE OR LESS.

APN: 009-350-024-000, 009-350-025-000, 009-350-026-000, & 009-350-029-000

**Exhibit H**

Annexation Consent and Protest Waiver - Madera Industrial WHSE



401 W Fallbrook #101  
Fresno, CA 93711

**RE: Petition (Including Consent and Waiver) Requesting Annexation To  
Madera Landscape and Lighting Maintenance Zone No. 51, Madera  
Industrial WHSE**

Dear City Council of the City of Madera:

The undersigned landowner does hereby certify under penalty of perjury that the following statements are all true and correct:

1. The undersigned is authorized to represent the landowner identified below and is its designated representative to request and petition the City Council (the "Council") of the City of Madera (the "City") for annexation to Madera Landscape and Lighting Maintenance Zone No. 51. ("Zone No. 51") pursuant to the provisions of Landscaping and Lighting Act of 1972 ("Act"), commencing at California Streets and Highways Code section 22500 *et seq.*, and to authorize certain other consents and waivers contained herein. The boundaries of the territory to be annexed are described on Exhibit "A" hereto and by this reference incorporated herein.

2. The landowner hereby certifies that as of the date indicated opposite of the undersigned's signature, the landowner listed herein is the owner of the property within the proposed annexation boundary of Zone No. 51 (the "Property"), which Property's boundary is further described in Exhibit "A" hereto.

3. The landowner, pursuant to Sections 22607 and 22585 *et seq.* of the Act, hereby requests that proceedings be commenced:

(a) To annex the Property to Zone No. 51 for the purposes including the following:

- The installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands;
- The installation or construction of irrigation systems;
- Special amenities including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts; and
- The maintenance and servicing of any of the foregoing.

(b) To authorize the levy of assessments on the Property in accordance with the rate and method of apportionment of Zone No. 51 to finance the above-mentioned services, incidental expenses and fees; and

(c) To authorize the issuance of bonds for Zone No. 51, if applicable.

4. In accordance with the provisions of the Act, and specifically Section 22608 for annexation proceedings, resolutions, report, notices of hearing, and right of majority protest shall be waived with written consent of the owners of property within the territory to be annexed, the landowner (i) expressly waives the resolutions, report, notices of hearing, and right of majority protest, and consents to a public hearing and adoption of a Resolution by the City Council ordering annexation and levy of the Property; and (ii) expressly waives any requirement to have a ballot and majority protest proceeding per Government Code Section 53753 or as may be permitted by the Act.

6. The landowner expressly waives all applicable waiting periods for the election and waives the requirement for analysis, engineer's report, etc., and consents to not having such materials provided to the landowner, and expressly waives any requirements as to the form of the ballot.

8. The landowner acknowledges and agrees that the initial annual levy for the Zone No. 51, is currently \$870.00 per parcel, and that the levy may be adjusted by the City in the future consistent with the Act.

9. The undersigned warrants it is the owner of one hundred percent (100%) of the Property. The undersigned warrants that there are no liens or encumbrances on the Property in the favor of any lender, including but not limited to any deeds of trust, mortgages, leases, or liens of a similar nature.

11. The undersigned agrees to execute such additional or supplemental agreements as may be required by the City to provide for any actions and conditions under this petition, including any amount of cash deposit required to pay for the City's costs related to annexing into Zone No. 51.

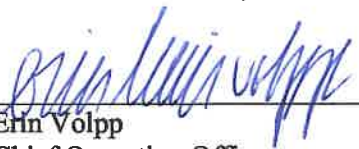
12. The undersigned agrees to cooperate with the City, its attorneys and consultants and provide all information and disclosures required by the City regarding the assessment to purchasers of the Property or any part of it.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, I hereunto set my hand this 20<sup>th</sup> day of April 2022.

OWNER:

Madera Industrial WHSE, LLC

By:   
Erin Volpp  
Chief Operating Officer

The address of the above owner for receiving notices is:

To: Madera Industrial WHSE  
401 W Fallbrook #101  
Fresno, CA 93711

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MADERA THIS  
DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
Alicia Gonzales, City Clerk

**EXHIBIT A**  
**Legal Description**

**Legal Description**

**APN: 009-330-011**

---

The land referred to herein is situated in the State of California, County of Madera, City of Madera and described as follows:

APN: 009-330-011

Lots 13 and 14 of Midvale Colony, in the City of Madera, County of Madera, State of California, according to the map thereof recorded April 8, 1909 in Book 2, Page 18 of Maps, in the Office of the County Recorder of said County.

Excepting therefrom the South 675.0 feet of Lots 13 and 14, including the 30 foot road on the South, according to the map of said Midvale Colony referred to above.

Also excepting therefrom that portion conveyed to the City of Madera, a municipal corporation in deed recorded July 12, 2004 as Instrument No. 2004029511 and re-recorded January 7, 2005 as Instrument No. 2005000957, both of Official Records.

Also excepting therefrom one-half of all oil, gas and minerals in and under said land, as reserved by California Lands, Inc., a corporation, in Deed recorded January 26, 1935 in Book 168, Page 112 and as modified by Quitclaim Deed recorded March 9, 1953 in Book 567, Page 582, both of Official Records.

(End of Legal Description)

**Exhibit I**

Annexation Consent and Protest Waiver - Sugar Pine Village



P.O. Box 6520  
Visalia, CA 93290

**RE: Petition (Including Consent and Waiver) Requesting Annexation To  
Madera Landscape and Lighting Maintenance Zone No. 51 Sugar Pine  
Village Apartments**

Dear City Council of the City of Madera:

The undersigned landowner does hereby certify under penalty of perjury that the following statements are all true and correct:

1. The undersigned is authorized to represent the landowner identified below and is its designated representative to request and petition the City Council (the "Council") of the City of Madera (the "City") for annexation to Madera Landscape and Lighting Maintenance Zone No. 51. ("Zone No. 51") pursuant to the provisions of Landscaping and Lighting Act of 1972 ("Act"), commencing at California Streets and Highways Code section 22500 *et seq.*, and to authorize certain other consents and waivers contained herein. The boundaries of the territory to be annexed are described on Exhibit "A" hereto and by this reference incorporated herein.

2. The landowner hereby certifies that as of the date indicated opposite of the undersigned's signature, the landowner listed herein is the owner of the property within the proposed annexation boundary of Zone No. 51, (the "Property"), which Property's boundary is further described in Exhibit "A" hereto.

3. The landowner, pursuant to Sections 22607 and 22585 *et seq.* of the Act, hereby requests that proceedings be commenced:

(a) To annex the Property to Zone No. 51 for the purposes including the following:

- The installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands;
- The installation or construction of irrigation systems;
- Special amenities including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts; and
- The maintenance and servicing of any of the foregoing.

(b) To authorize the levy of assessments on the Property in accordance with the rate and method of apportionment of Zone No. 51 to finance the above-mentioned services, incidental expenses and fees; and

(c) To authorize the issuance of bonds for Zone No. 51, if applicable.

4. In accordance with the provisions of the Act, and specifically Section 22608 for annexation proceedings, resolutions, report, notices of hearing, and right of majority protest shall be waived with written consent of the owners of property within the territory to be annexed, the landowner (i) expressly waives the resolutions, report, notices of hearing, and right of majority protest, and consents to a public hearing and adoption of a Resolution by the City Council ordering annexation and levy of the Property; and (ii) expressly waives any requirement to have a ballot and majority protest proceeding per Government Code Section 53753 or as may be permitted by the Act.

5. The landowner expressly waives all applicable waiting periods for the election and waives the requirement for analysis, engineer's report, etc., and consents to not having such materials provided to the landowner, and expressly waives any requirements as to the form of the ballot.

6. The landowner acknowledges and agrees that the initial annual levy for the Zone No. 51, is currently \$3.50 each of the 52 dwelling units, and that the levy may be adjusted by the City in the future consistent with the Act.

7. The undersigned agrees to execute such additional or supplemental agreements as may be required by the City to provide for any actions and conditions under this petition, including any amount of cash deposit required to pay for the City's costs related to annexing into Zone No. 51.

8. The undersigned agrees to cooperate with the City, its attorneys and consultants and provide all information and disclosures required by the City regarding the assessment to purchasers of the Property or any part of it.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, I hereunto set my hand this 26 day of July 2022.

OWNER:

Sugar Pine L.P., DBA Sugar Pine Village

By: 

Thomas J. Collishaw:  
President & Chief Executive Officer

The address of the above owner for receiving notices is:

To: Sugar Pine L.P.  
ATTN: Estevan Benavides  
P.O. Box 6520  
Visalia, CA 93290

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MADERA THIS  
DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
Alicia Gonzales, City Clerk

## EXHIBIT A

### Legal Description

The land referred to is situated in the County of Madera, City of Madera, State of California, and is described as follows:

#### Parcel 1:

A parcel of land in the Northwest Quarter of the Northwest Quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, described as follows:

Beginning at a point which bears South 88° 27' 46" East 330 feet and South 0° 22' 09" East 485.15 feet from the Northwest corner of said section 30, said point being the most Southwesterly corner of a parcel of land described in the Deed to State of California from Pietro Piraino, et ux, recorded February 28, 1956 in Book 662, Page 91, of Official Records; thence following the Southerly line of said parcel described in said Deed, South 88° 27' 46" East 20 feet; North 0° 22' 09" East 258.68 feet; South 58° 41' 03" East 270.27 feet; and South 55° 30' 32" East 153.93 feet to a point on the West line of the land described in the Deed to Giovanni Beccaris, et ux recorded May 3, 1943 in Book 229, Page 478, of Official Records; thence along the West line of said land described in said Deed to Giovanni Beccaris, et ux South 0° 21' West 165.62 feet, more or less, to a point which is South 0° 21' West 610 feet from the North line of said Section 30; thence Westerly and parallel to said North line of Section 30, a distance of 379.5 feet; thence North 0° 22' 09" East 124.85 feet, more or less, to the point of beginning.

#### Parcel 2:

A parcel of land in the Northwest Quarter of the Northwest Quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, bounded and described as follows: Beginning at a point which bears South 0° 14' East 444.48 feet from a point on the North line of said Section 30 which bears South 89° 05' East 709.5 feet from the Northwest corner of said section, said point of beginning being also the Southwesterly corner of parcel of land described in the Deed to State of California, recorded April 25, 1956 in Book 668, Page 11, of Official Records; thence South 0° 14' East 240.52 feet more or less to the Southwest corner of the land described in the Deed to Giovanni Beccaris, et ux, recorded May 3, 1943 in Book 299, Page 478, of Official Records; thence along the South line of the land described in the last above mentioned deed, North 89° 05' East 310.2 feet, more or less, to the Southeast corner of said land; thence along the East line thereof, North 0° 14' West 36.01 feet, more or less, to the most Southerly corner of the parcel of land described in the above mentioned deed to State of California; thence along the Southwesterly line thereof, North 54° 15' West 74.08 feet and North 55° 30' 32" West 301.18 feet to the point of beginning.

Parcel 3:

That portion of the Northwest Quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the Southwest corner of the land described in the deed to the State of California recorded October 31, 1955 in Book 653, Page 62, of Official Records, said Southwest corner bears South 88° 27' 46" East 1018.86 feet and south 0° 21' 00" West 685.14 feet from the Northwest corner of said section; thence (1) along the South line of the land described in said deed, South 88° 27' 46" East 50.96 feet; thence (2) along a line parallel with and 80 feet Southwesterly, measured at right angles from the centerline of the Department of Public Works Survey from 0.5 mile South to 1.5 mile North of Madera, Road VI-MAD-4-A, North 54° 15' 00" West 62.51 feet to the West line of the land described in said deed; thence (3) along said West line, South 0° 21' 00" West 35.15 feet to the point of beginning.

Except therefrom all minerals, oils, gases and other hydrocarbon substances by whatsoever name known that may be within or under the parcel of land hereinabove described without, however, the right to drill, dig or mine through the surface thereof, as reserved by the State of California by Director's Deed recorded September 6, 1963, Instrument No. 12819, in Book 878, Page 93, of Official Records.

Parcel 4:

That portion of the Northwest Quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, described as follows:

Commencing for reference at the Northwest corner of said section; thence (1) along the North line of said section, South 88° 27' 46" East 330.00 feet to the West line of the land conveyed to Pietro Piraino, et ux, by deed recorded February 18 1947 in Book 396, Page 274, of Official Records; thence (2) along said West line, South 00° 22' 09" West 214.89 feet to the true point of beginning; thence (3) continuing along said West line, South 00° 22' 09" West 270.26 feet; thence (4) South 88° 27' 46" East 20.00 feet to a line parallel with course 3 hereabove described; thence (5) along said parallel line North 00° 22' 09" East, 258.68 feet to the line described as course 6 in the deed to the State of California recorded February 28, 1956 in Book 662, Page 91, Madera County Official records; thence (6) along the Northwesterly prolongation of said course 6, North 58° 41' 03" West 23.32 feet to the true point of beginning.

APN: 011-143-006, 011-143-007 and 011-143-008

**Exhibit J**

Annexation Consent and Protest Waiver - Naz Sixplex

Naz Sixplex  
Aftab Naz  
322 W. Sixth Street  
Madera, CA 93637

**RE: Petition (Including Consent and Waiver) Requesting Annexation To  
Cit of Madera Landscape Maintenance District No. 51, Naz Sixplex**

Dear City Council of the City of Madera:

The undersigned landowner does hereby certify under penalty of perjury that the following statements are all true and correct:

1. The undersigned is authorized to represent the landowner identified below and is its designated representative to request and petition the City Council (the "Council") of the City of Madera (the "City") for annexation to City of Madera Landscape Maintenance District No. 51. ("Zone No. 51") pursuant to the provisions of Landscaping and Lighting Act of 1972 ("Act"), commencing at California Streets and Highways Code section 22500 *et seq.*, and to authorize certain other consents and waivers contained herein. The boundaries of the territory to be annexed are described on Exhibit "A" hereto and by this reference incorporated herein.
2. The landowner hereby certifies that as of the date indicated opposite of the undersigned's signature, the landowner listed herein is the owner of the property within the proposed annexation boundary of Zone No. 51 (the "Property"), which Property's boundary is further described in Exhibit "A" hereto.
3. The landowner, pursuant to Sections 22607 and 22585 *et seq.* of the Act, hereby requests that proceedings be commenced:
  - a. To annex the Property to Zone No. 51 for the purposes including the following:
    - i. The installation or planting of landscaping, including, but not limited to, street trees, parkways, and median islands;
    - ii. The installation or construction of irrigation systems;
    - iii. Special amenities including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts; and
    - iv. The maintenance and servicing of any of the foregoing.
  - b. To authorize the levy of assessments on the Property in accordance with the rate and method of apportionment of Zone No. 51 to finance the above-mentioned services, incidental expenses and fees; and
  - c. To authorize the issuance of bonds for Zone No. 51, if applicable.

4. In accordance with the provisions of the Act, and specifically Section 22608 for annexation proceedings, resolutions, report, notices of hearing, and right of majority protest shall be waived with written consent of the owners of property within the territory to be annexed, the landowner (i) expressly waives the resolutions, report, notices of hearing, and right of majority protest, and consents to a public hearing and adoption of a Resolution by the City Council ordering annexation and levy of the Property; and (ii) expressly waives any requirement to have a ballot and majority protest proceeding per Government Code Section 53753 or as may be permitted by the Act.
5. The landowner expressly waives all applicable waiting periods for the election and waives the requirement for analysis, engineer's report, etc., and consents to not having such materials provided to the landowner, and expressly waives any requirements as to the form of the ballot.
6. The landowner acknowledges and agrees that the initial annual levy for the Zone No. 51, is currently \$15.86 per parcel, and that the levy may be adjusted by the City in the future consistent with the Act.
7. The undersigned warrants it is the owner of one hundred percent (100%) of the Property. The undersigned warrants that there are no liens or encumbrances on the Property in the favor of any lender, including but not limited to any deeds of trust, mortgages, leases, or liens of a similar nature.
8. The undersigned agrees to execute such additional or supplemental agreements as may be required by the City to provide for any actions and conditions under this petition, including any amount of cash deposit required to pay for the City's costs related to annexing into Zone No. 51.
9. The undersigned agrees to cooperate with the City, its attorneys and consultants and provide all information and disclosures required by the City regarding the assessment to purchasers of the Property or any part of it.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, I hereunto set my hand this 26 day of October 2023.

OWNER:

Aftab Naz

By:   
Aftab Naz  
Owner

The address of the above owner for receiving notices is:

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MADERA THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Alicia Gonzales, City Clerk

## **EXHIBIT A**

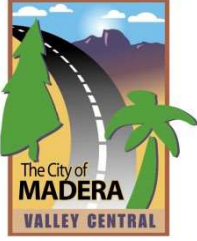
### **Legal Description**

The land referred to is situated in the County of Madera, City of Madera, State of California, and is described as follows:

All that Real Estate in Madera County, California, described as follows, to-wit:

Lots 30, 31 and 32 in Blk. 13 of Hughes Addition to the Town, now City of Madera, according to map entitled, "Map of Lankershim Colony and Addition to the Town of Madera, & c.". filed and recorded in the Office of the County Recorder of the County of Fresno, State of California, February 5, 1889, in Volume 4 of Maps, at Page 31.

APN: 010-132-001



## REPORT TO CITY COUNCIL

Approved by:

A blue ink signature of Keith Helmuth, written over a horizontal line.

Keith Helmuth, City Engineer

A blue ink signature of Arnaldo Rodriguez, written over a horizontal line.

Arnaldo Rodriguez, City Manager

**Council Meeting of:** November 1, 2023

**Agenda Number:** E-1

### **SUBJECT:**

Discussion Regarding the Methodology Currently Utilized in the Consideration of Crosswalks

### **RECOMMENDATION:**

Staff recommends that the City Council review this report and provide feedback regarding the Methodology utilized in the consideration of crosswalks.

### **SUMMARY:**

The intent of this report is to discuss the methodology utilized by staff to, with a reasonable basis, assert how a crosswalk would perform its function of providing a safer crossing than that which existed prior to its installation.

### **BACKGROUND:**

Requests for new crosswalk locations are a relatively common occurrence. The underlying requests are typically based on concern or, in many cases the fear that someone will eventually be hurt at the proposed location unless a crosswalk is installed. Occasionally, the basis for the request is related to a recent accident or an observed near miss. Upon receipt of a request, it is incumbent on the City to determine the proper response. Unfortunately, statistics may not support the belief that a location will be safer following the installation of a crosswalk. The response is based on a number of criteria that assist staff in selecting the proper response. That criterion includes:

- Number of travel lanes to be crossed
- Distance to nearest other crossing location
- Speed limit
- Average Daily Traffic (ADT) – the number of vehicles crossing the proposed crosswalk in an average day

- Accident History

The table below is an excerpt from *Guidelines for the Installation of Marked Crosswalks* published by the Traffic Engineering Division of the Virginia Department of Transportation in cooperation with the Federal Highway Administration (FHWA). This table is an updated graphic from *Safety Effects of Marked Versus Unmarked Crosswalks at Uncontrolled Locations* published by the FHWA. The table represents a tool used in determining the improvements associated with a new crosswalk if a crosswalk is determined to be appropriate for the location under review. It does not represent the sole determining factor in whether a crosswalk should be installed. It represents one resource to be considered. As seen in the table, the type of improvement depends on the combination of speed, ADT, and number of lanes at the location under review. The improvements may vary from a standard crosswalk (no additional improvements) to a crosswalk that may include special markings and signage, flashing lights, pedestrian refuge, or even a protected pedestrian crossing signal where cars must stop at a red light.

**Table 1. Recommendations for Considering Marked Crosswalks and Other Needed Pedestrian Improvements at Uncontrolled Locations<sup>a</sup>**

	≤ 9,000 ADT			> 9,000 ADT to ≤ 12,000 ADT			> 12,000 ADT to ≤ 15,000 ADT			> 15,000 ADT		
	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph <sup>b</sup>
2 lanes												
3 lanes												
++4 lanes, raised median <sup>c</sup>												
++4 lanes, no median												

**Candidate sites for marked crosswalks.** Marked crosswalks must be installed carefully and selectively. First, an engineering study is needed to determine whether the location is suitable for a marked crosswalk. For an engineering study, a site review may be sufficient at some locations, but a more in-depth study of pedestrian volume, vehicle speed, sight distance, vehicle mix, etc., may be needed at other sites. If the speed limit is less than or equal to 30 mph, use **Level 1** or **Level 2** devices. If the speed limit exceeds 30 mph, use **Level 2** devices. Refer to *Level 1 and Level 2 devices in the Special Treatments section*.

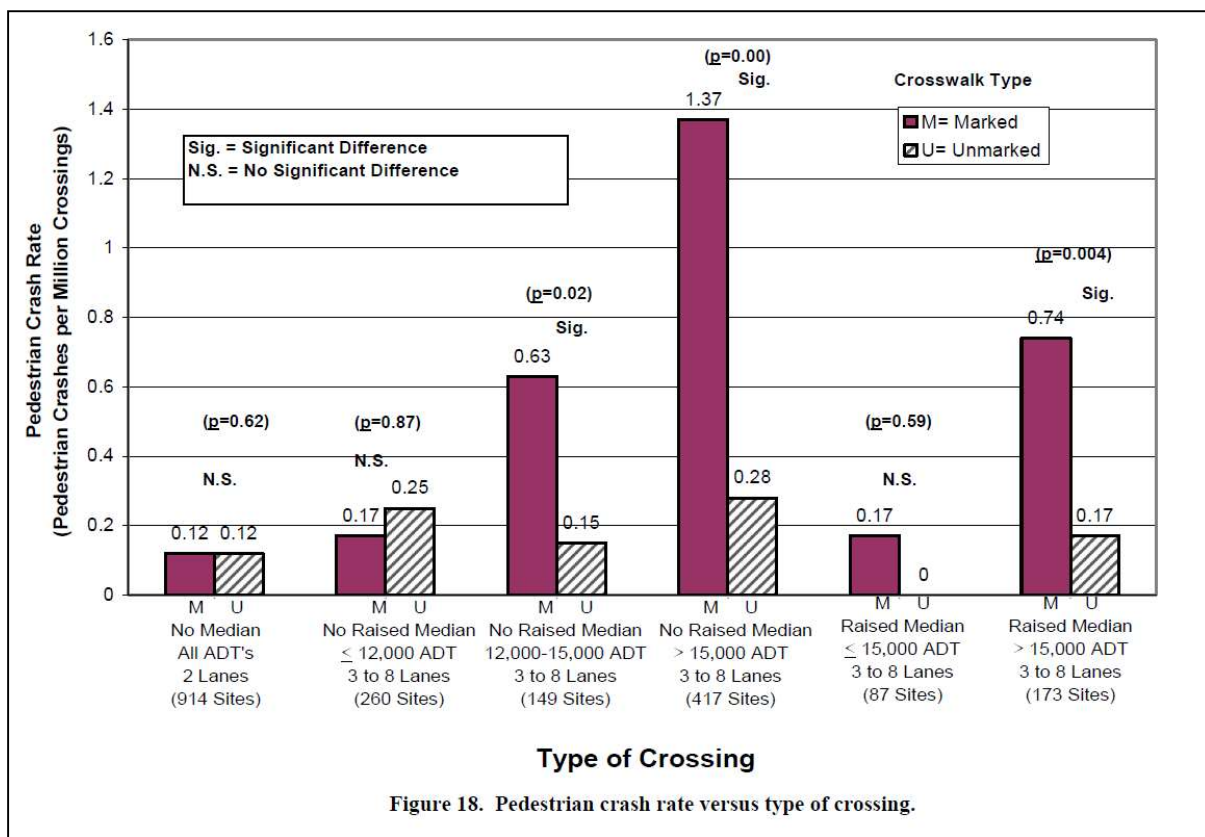
**Probable candidate sites for marked crosswalks.** Pedestrian crash risk may increase if marked crosswalks are added without other pedestrian facility enhancements. Add **Level 3** or **Level 4** devices if feasible. Refer to *Level 3 and Level 4 devices in the Special Treatments section*.

**Marked crosswalks alone are insufficient, since pedestrian crash risk may increase if only marked crosswalks are provided.** Consider using **Level 5** devices if feasible. If not feasible, use multiple treatments from **Level 2**, **Level 3**, or **Level 4** devices. Refer to *Level 5 devices in the Special Treatments section*.

## DISCUSSION:

Staff's experience and review over the course of several years has encountered numerous statistics that attempt to quantify the appropriateness of new crosswalks and their potential for providing a safer crossing of previously unmarked locations. In general, the statistics indicate that a marked crosswalk, in many situations, can expect a *higher* crash rate in comparison to an unmarked location. There seems to be no definitive consensus amongst traffic engineers as to why this is the case, though one potential explanation is that pedestrians may be less vigilant of driver reactions and intent when using a crosswalk.

The exhibit below from *Safety Effects of Marked Versus Unmarked Crosswalks at Uncontrolled Locations* published by the US Department of Transportation Federal Highway Administration on September 2005 illustrates crash rates for various types of crossings. For two-lane roadways, the pedestrian crash rate is generally considered about equal for marked versus unmarked locations. For multi-lane streets with higher traffic counts the data shows that the crash rate is higher where marked verses unmarked crosswalks exist. The difference in crash rates varies in significance, with the most significant variations occurring on streets where there are no raised medians. It should be noted that this exhibit does not include speed limit as a factor.



Recently, the Police Department performed enforcement activities at crosswalks, during which they recorded 32 violations of the crosswalks by drivers while pedestrians were in the crosswalk. They also reported instances of pedestrians entering crosswalks when they should have yielded to vehicles.

### San Diego Methodology

The City of San Diego to date is one of the few cities with a policy in place in regard to qualifying a location for crosswalks. The methodology (See Attachment 1 for San Diego's guidelines) is outlined in their Council Policy 200-07 which was adopted in 1990 and updated in 2015 assigns point warrants and basic warrants to be met similarly to how the Manual for Uniform Traffic Control Devices (MUTCD) does for the application of Traffic Signals. There are 6 warrants in their analysis of a location for a crosswalk, including:

- Pedestrian Volume Warrant
- Approach Speed Warrant
- Nearest Controlled Crossing
- Visibility Warrant
- Illumination Warrant
- Accessibility Warrant

The point warrants have a total possible score of 38 points. To qualify for an installation of a marked crosswalk, a location must meet each of the basic warrants and score a minimum of 16 points in the point warrants. A summary of each of the point warrants and the allocation of points is presented below.

### Basic Warrants

In order for a proposed uncontrolled location to qualify for a marked crosswalk and supplemental treatments, a location must meet each of the following Basic Warrants.

1. Pedestrian Volume Warrant

Pedestrian volumes must be equal to or greater than ten (10) pedestrians per hour during the peak pedestrian hour. Children under 13, elderly over 64 years and/or disabled persons count as 1.5 pedestrians. Alternatively, this warrant can be satisfied using Latent Pedestrian Demand if conditions (a), (b), or (c) under Table 2-2, 2-2.1b are met.

2. Approach Speed Warrant

The 85<sup>th</sup> percentile approach speed must be equal to or lower than 40 MPH. This warrant does not apply when a pedestrian hybrid beacon or a pedestrian traffic signal will be installed.

3. Nearest Controlled Crossing

The proposed location must be further than 250 feet from the nearest controlled crossing location (measured from the nearest edge of the proposed marked crosswalk to the closest edge of the controlled crossing).

4. Visibility Warrant

The motorist must have an unrestricted view of all pedestrians at the proposed location for the distance required by the following table (stopping sight distance is to be interpolated when 85<sup>th</sup> percentile speed is between 5 mph increments):

85 <sup>th</sup> Percentile Speed (MPH)	Stopping Sight Distance (feet)
25	150
30	200
35	250
40	300

Source: Caltrans Highway Design Manual, Table 201.1(March 7, 2014)

5. Illumination Warrant

The proposed location must have existing lighting.

6. Accessibility Warrant

The proposed location must have existing accessibility to disabled pedestrians or have accessibility improvements programmed.

Table 2-2: Point Warrants

2-2.1a Pedestrian Volume Warrant		
Number of Pedestrians (Peak Hour)	Points	Total Available Points
10 – 25	4	10
26 – 50	8	
51+	10	
2-2.1b Latent Pedestrian Demand Warrant (in lieu of Pedestrian Volume Warrant)		
Condition	Points	Total Available Points
(a) The proposed crosswalk is in a commercial, mixed land use, or high density residential area.	3	10
(b) A pedestrian or shared use path is interrupted by a restricted crossing.	3	
(c) A pedestrian attractor/generator is directly adjacent to the proposed crosswalk as defined in the explanatory notes below.	4	
2-2.2 General Condition Warrant		
Condition	Points	Total Available Points
(a) The nearest controlled crossing is greater than 300 feet from the proposed crosswalk.	3	18
(b) The proposed crosswalk will position pedestrians to be better seen by motorists.	3	
(c) The proposed crosswalk will establish a mid-block crossing between adjacent signalized intersections or it will connect an existing pedestrian path.	3	
(d) The proposed crosswalk is located within ¼ mile of pedestrian attractors/generators as defined in the explanatory notes below.	3	
(e) An existing bus stop is located within 100 feet of the proposed crosswalk.	3	
(f) Other factors.	3	

**Table 2-2: Point Warrants**

2-2.1a Pedestrian Volume Warrant		
Number of Pedestrians (Peak Hour)	Points	Total Available Points
10 – 25	4	10
26 – 50	8	
51+	10	
2-2.1b Latent Pedestrian Demand Warrant (in lieu of Pedestrian Volume Warrant)		
Condition	Points	Total Available Points
(a) The proposed crosswalk is in a commercial, mixed land use, or high density residential area.	3	10
(b) A pedestrian or shared use path is interrupted by a restricted crossing.	3	
(c) A pedestrian attractor/generator is directly adjacent to the proposed crosswalk as defined in the explanatory notes below.	4	
2-2.2 General Condition Warrant		
Condition	Points	Total Available Points
(a) The nearest controlled crossing is greater than 300 feet from the proposed crosswalk.	3	18
(b) The proposed crosswalk will position pedestrians to be better seen by motorists.	3	
(c) The proposed crosswalk will establish a mid-block crossing between adjacent signalized intersections or it will connect an existing pedestrian path.	3	
(d) The proposed crosswalk is located within ¼ mile of pedestrian attractors/generators as defined in the explanatory notes below.	3	
(e) An existing bus stop is located within 100 feet of the proposed crosswalk.	3	
(f) Other factors.	3	

In conclusion, the decision to install a crosswalk is not a simple or trivial one. As described herein, staff uses an informal methodology in which the locations are analyzed for more than just an acknowledgment that pedestrians crossed what might be considered an unsafe location. Other factors are explored to find the location that best fits and could be improved to ensure the crosswalk does more than make the pedestrian feel safer. Ultimately, it is staff’s goal to ensure that a crosswalk, if installed, is as safe or safer than the situation in which no crosswalk was available. If considered less safe, the crosswalk should be installed only if additional safety improvements are installed.

At present, staff is utilizing an informal methodology that it considers best practice for the review of proposed crosswalks. Staff is considering implementing a formal methodology and is requesting Council input.

**FINANCIAL IMPACT:**

There is no fiscal impact on the City’s General Fund.

**ALTERNATIVES:**

No action/alternative at this time.

**ATTACHMENTS:**

Attachment 1 – San Diego Crosswalk Guidelines

**Attachment 1**

San Diego Crosswalk Guidelines

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# City of San Diego Pedestrian Crosswalk Guidelines 2015

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*Prepared for:*  
**City of San Diego**



*Prepared by:*



**CHEN + RYAN**

Safe Transportation  
Research & Education Center  
**SafeTREC**

# City of San Diego

# Pedestrian Crosswalk Guidelines

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## EXECUTIVE SUMMARY

The City of San Diego’s Pedestrian Crosswalk Guidelines seeks to improve pedestrian safety with enhanced street crossings. These guidelines serve to accomplish the following safety improvements for pedestrians in the City of San Diego:

- More pedestrian crossings will qualify for marked crosswalks.
- More marked crosswalks will have features like traffic calming or flashing beacons.

The California Vehicle Code specifies that crosswalks can be either unmarked or marked. The Pedestrian Crosswalk Guidelines provides a systematic approach to evaluate pedestrian crossing locations for the installation of marked crosswalks and additional pedestrian safety treatments. The creation of a pedestrian risk model assisted in the development of the uncontrolled crosswalk warrant system, crossing treatment thresholds, and crossing treatment categories, presented in Chapter 2.

### **Pedestrian Risk Model**

A pedestrian risk model was developed to assess built environment and behavioral factors thought to influence a pedestrian’s risk while crossing roadways. The model used 14 years of pedestrian-related collision data (1999 – 2012) from the City of San Diego, representing over 7,000 total pedestrian-related collisions.

The model identified variables with a statistically significant relationship to pedestrian risk. The following variables are associated with increased pedestrian risk: ADT, posted speed limit, crosswalk condition, marked crosswalks, and locations where pedestrian crossing is restricted but evidence shows pedestrians are illegally crossing. Variables associated with decreased pedestrian risk include the following: the presence of pedestrian warning signage, the presence of pedestrian signal heads, population levels, and employment levels.

### **Uncontrolled Crosswalk Warrant and Implementation**

The uncontrolled crosswalk warrant recommendations provide guidance for evaluating uncontrolled locations for the installation of marked crosswalks and additional pedestrian safety treatments. This warrant system builds on the previous warrant system in the 1990 Council Policy 200-07, and was developed using results from the pedestrian risk model. Similar to the existing warrant system, the recommended system contains both Basic Warrants and Point Warrants.

A proposed location must satisfy each of the Basic Warrants and score a minimum of 16 points out of 38 possible points in the Point Warrant system to qualify for a marked crosswalk. Under the previous Point Warrant system, a location needed to score a minimum of 16 points out of 34 possible. In addition, the “Pedestrian Volume Warrant” threshold was reduced; a new “Latent Pedestrian Demand Warrant” was created and may be used in lieu of the “Pedestrian Volume Warrant”; individual “General Condition Warrant” point values were increased from

# EXECUTIVE SUMMARY

two points to three points, and the general conditions were consolidated from seven into six. Finally, the “Gap Time Warrant” scoring was revised to follow a bell-shaped distribution rather than a linear distribution. This warrant system elevates the pedestrian to a more balanced status with vehicles, bicycles, and other modes of transportation. It is expected to result in an increase in the number of locations qualifying for marked crosswalks.

If a location meets each of the Basic Warrants and scores a minimum of 16 points in the Point Warrants it qualifies for a marked crosswalk. However, before the installation of a marked crosswalk can be approved, additional treatments must be installed. A table identifies the category of crossing treatment that is needed based on vehicle volumes, vehicle speeds, and crossing distance. Another table lists the crossing treatments available to choose from within each category. Treatment descriptions are provided in a supplemental table.

A final table identifies potential treatments to consider at controlled intersections, including a description and general guidance regarding their installation or use.

# 1. INTRODUCTION

## Purpose of the Report

The Pedestrian Crosswalk Guidelines (the Guidelines) presents an update to the City's existing policy warrants for the installation of marked crosswalks. The updated policy warrants provide a more current procedure for assessing pedestrian crossing improvements at uncontrolled and controlled locations across the City.

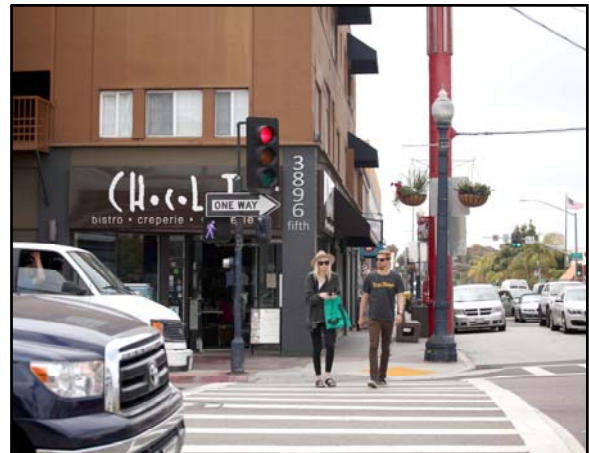
This document summarizes the process used to develop the Guidelines, including:

- Identification of new and innovative traffic control devices and techniques
- Creation of a pedestrian risk model
- Update of marked crosswalk warrants
- Creation of a procedure for evaluating crossing treatment options

## Setting and Background Information

The Guidelines serve as an update to the City of San Diego's current pedestrian crosswalk warrants as set forth in the 1990 Council Policy 200-07.

There have been significant advances in both technology and practice aimed at improving pedestrian safety since the City's last guidelines were adopted. Additionally, current state and national guidance provides improved direction for local governments. The Guidelines serve to incorporate these changes and provide recommendations for improving pedestrian crosswalk safety in San Diego.



# 1. INTRODUCTION

## Community Outreach

Two community workshops were held over the course of this study. Additional outreach was provided through a Project Working Group (PWG) and a project webpage.

The workshops provided members of the public an opportunity to learn about the study, view working documents and ask questions. Another focus was to learn about community members' concerns and issues related to pedestrian safety within their community.

The PWG, consisting of pedestrian safety professionals, pedestrian advocates, and stakeholders in the community, was established to serve as a community advisory group. PWG members were consulted regarding study site selection, data collection, and additional community outreach.

A project webpage was hosted on the City's website to provide community members an online source to learn about the project, about ways to get involved, view working documents and workshop materials, and provide comments or ask questions.

Project webpage:

<http://www.sandiego.gov/tsw/projects/pedestriansafetystudy.shtml>



## Report Overview

**Chapter 2** summarizes key findings from a pedestrian risk model developed using data collected at 60 study sites across the City of San Diego, representing a variety of roadway environments and crossing locations. The model is presented in its entirety in **Appendix A**. The model analyzes the significance of four variable types believed to influence pedestrian risk:

1. Driver & Pedestrian Behavior
2. Roadway Design
3. Intersection Design
4. Population Characteristics

Chapter 2 also presents Basic and Point Warrants for evaluating the installation of marked crosswalks at uncontrolled locations, along with guidance for enhanced crossing treatments depending on vehicle volumes, speeds, and crossing distances.

## 2. CROSSWALK WARRANTS AND TREATMENT GUIDELINES

Crosswalks are defined in the California Vehicle Code Section 275 as:

- (a) That portion of a roadway included within the prolongation or connection of the boundary lines of sidewalks at intersections where the intersecting roadways meet at approximately right angles, except the prolongation of such lines from an alley across a street.
- (b) Any portion of a roadway distinctly indicated for pedestrian crossing by lines or other markings on the surface.

This chapter presents pedestrian crossing warrants and treatment recommendations, which were developed based on a review of best practices across the country, as well as an examination of pedestrian risk using a locally-specified statistical model to illuminate relationships between pedestrian risk and driver behavior, roadway environment, intersection characteristics and population characteristics. This chapter first summarizes the pedestrian risk model, and then presents the warrants, concluding with crossing treatment recommendations.

### Pedestrian Risk Model

A pedestrian risk model was developed to assess the roadway environment and other behavioral factors thought to influence a pedestrian's risk of collision while crossing a roadway. The purpose of the risk model is to provide information for updating the City's marked crosswalk policy. This chapter includes a brief description of the model, while full documentation of the model is presented in **Appendix A**.

The model drew from 14 years of pedestrian-related collision data (1999 – 2012) collected in the City of San Diego, representing over 7,000 total pedestrian-related collisions. The model evaluated increases and decreases to pedestrian risk while controlling for other variables. A limitation of the project is that all of the variables are compared concurrently in the model without regard to the type of controls present at the crossings. While separating the variables by type of control and other common characteristics may shed further light upon the results, this study was limited to the analysis of all variables combined, with the exception of the transit variable. The results are statistically significant for the conclusions drawn from the analysis. The variables are intended to describe the causal factors of pedestrian risk and are divided into four groups:

- Driver Behavior
- Roadway Environment
- Intersection Characteristics
- Population Characteristics

## 2. CROSSWALK WARRANTS AND TREATMENT GUIDELINES

**Table 2-1** presents each of the independent variables comprising the four categories listed above.

The model found a number of variables with a statistically significant relationship associated with increase to pedestrian risk and decrease to pedestrian risk.

**Table 2-1: Pedestrian Risk Model Independent Variables**

Driver Behavior	Roadway Environment	Intersection Characteristics	Population Characteristics
<ul style="list-style-type: none"> <li>85% Traffic Speed</li> </ul>	<ul style="list-style-type: none"> <li>Parking Lane Width</li> <li>Sidewalk Width</li> <li>Buffer Width</li> <li>Bike Parking</li> <li>Bike Lane Width</li> <li>Posted Speed Limit</li> <li>Approach Side</li> <li>Informal Crossing</li> <li>Obstruction Presence</li> <li>Bus Stop Presence</li> <li>Bikeway Type</li> <li>Bikeway Color</li> <li>Pedestrian Signage</li> <li># of Lanes</li> <li>Average Daily Traffic (ADT)</li> <li>Vehicle Gap</li> </ul>	<ul style="list-style-type: none"> <li>Crossing Distance</li> <li>Pedestrian Signal Button</li> <li>Advanced Stop Presence</li> <li>Signalized</li> <li>Curb Ramp Type</li> <li>Truncated Dome Color</li> <li>Crosswalk Color</li> <li>Pedestrian Signal Head</li> <li>Median Refuge Width</li> <li>Crosswalk Style</li> <li>Crosswalk Condition</li> </ul>	<ul style="list-style-type: none"> <li>Population within 500 feet of study intersection</li> <li>Employment within 500 feet of study intersection</li> <li>Median household income within 500 feet of study intersections</li> </ul>

Source: Chen Ryan Associates; SafeTREC (February, 2015)

The following variables are associated with an increase in pedestrian risk: ADT, posted speed limit, crosswalk condition, marked crosswalks, and locations where pedestrian crossing is restricted but evidence shows pedestrians are crossing illegally.

Variables such as ADT and posted speed limit are already considered when determining whether a marked crosswalk is warranted. Crosswalk condition shows that it is essential that crosswalks be well maintained. Crosswalks in poor maintenance condition fail to gain the driver’s attention that they are intended to command.

Several studies such as the Herms Pedestrian Crosswalk Study, and the 2005 report titled “Safety Effects of Marked versus Unmarked Crosswalks at Uncontrolled Locations: Final Report and Recommended Guidelines” by Charles V. Zeeger, et al. recommend caution when marking crosswalks at uncontrolled locations. Crosswalks are typically marked white or yellow. Using

## 2. CROSSWALK WARRANTS AND TREATMENT GUIDELINES

yellow for marking crosswalks in school areas is mandated by the California Vehicle Code and the California Manual on Uniform Traffic Control Devices (CA MUTCD). The risk model results validate the conclusions of previous studies and recommend an engineering warrant approach to the installation of all marked crosswalks.

Locations where pedestrian restrictions have been placed to prevent pedestrians from crossing are identified in the risk model as having a higher propensity for pedestrian collisions. These results highlight the need for pedestrians to be educated on the high risk of injury from crossing at locations where drivers are not expecting pedestrians.

The following variables are associated with a decrease in pedestrian risk: presence of pedestrian warning signage, presence of pedestrian signal heads, population levels, and employment levels.

Locations where pedestrian warning signage was present in advance of the crosswalks showed lower pedestrian risk. This finding validates the need to maintain at least the minimum advance warning signage that supplements marked crossings following the standards in the CA MUTCD. When a location is controlled with a traffic signal and has a pedestrian signal head, pedestrian risk is lower; however, vehicle turning movements may impact pedestrian risk at these locations and turning movements should be closely evaluated when determining signal phasing and turning restrictions. Population and employment levels were evaluated based on census tract data. This analysis showed that high population and employment density locations had lower pedestrian risk near the study locations.

In addition to the pedestrian risk model analysis, an isolated variable analysis was conducted which looked at each variable individually without the impacts of all other variables. Through this analysis, the presence of a bus stop was found to be associated with an increase in pedestrian risk. This variable has been included as a factor to be considered in the marked crosswalk warrants.

The remainder of this chapter presents methods for determining whether a marked crosswalk is warranted at a proposed uncontrolled pedestrian crossing location, as well as any additional treatments that may be required with the installation of a marked crosswalk. Pedestrian crossing treatment toolboxes for both uncontrolled and controlled crossings are also provided in this section.

### **Uncontrolled Crosswalk Warrants and Implementation**

This section presents guidance for assessing uncontrolled intersections and mid-block locations for potential installation of marked crosswalks and additional pedestrian safety treatments.

This warrant system builds on the warrant system in Council Policy 200–07, and incorporates findings from the pedestrian risk model. This warrant system is more flexible and also includes new factors to improve alignment with regional smart growth goals, complete streets

## 2. CROSSWALK WARRANTS AND TREATMENT GUIDELINES

principles, and community members' overall desire to make streets and roadways more walkable. It elevates the status of pedestrians to be more in balance with vehicles, bicycles, and other modes of transportation. It is expected to result in more proposed marked crosswalk locations meeting the warrants. The warrant system also provides a comprehensive list of treatments that can improve safety at marked crosswalk locations and provide an enhanced walking environment across the city.

Engineering judgment should be used to apply these guidelines or adjust them to fit individual field site conditions. These guidelines are not intended to be a substitute for engineering knowledge, experience or judgment.

### Overview of Evaluation Process

This report proposes a warrant system (Basic Warrants and Point Warrants) to assess the installation of marked crosswalks at uncontrolled crossing locations. The warrants and treatment evaluation are described below.

*Basic Warrants* – Requirements contained in each of the six (6) Basic Warrants (pedestrian volume or latent pedestrian demand, approach speed, distance to nearest controlled crossing, visibility, illumination, and accessibility) must be met in order for a currently uncontrolled location to be considered for the installation of a marked crosswalk.

*Point Warrant* – If the requirements contained in each of the Basic Warrants are met, the uncontrolled location is then evaluated using the Point Warrants. The Point Warrants have separate categories, with 38 possible points available. An uncontrolled location needs 16 points or more to qualify for the installation of a marked crosswalk.

*Additional Treatments* – Before a marked crosswalk can be approved, additional crossing treatments need to be installed. **Table 2-3** identifies categories for crossing treatments that are based on thresholds considering vehicle volumes, vehicle speeds, and crossing distances. **Table 2-4** lists the crossing treatments for each category.

### Inputs to Evaluation of Uncontrolled Crossing Locations

The following data inputs are required to evaluate an uncontrolled location for installation of a marked crosswalk:

- Peak Hour Pedestrian Volumes or Latent Pedestrian Demand
- 85th Percentile Speed
- Vehicular Approach Visibility
- Presence of Lighting
- Accessibility
- Nearest Controlled Crossing Distance
- Surrounding Land Uses
- Presence of Bus Stop
- Additional Extenuating Factors

## 2. CROSSWALK WARRANTS AND TREATMENT GUIDELINES

### Basic Warrants

In order for a proposed uncontrolled location to qualify for a marked crosswalk and supplemental treatments, a location must meet each of the following Basic Warrants.

1. Pedestrian Volume Warrant

Pedestrian volumes must be equal to or greater than ten (10) pedestrians per hour during the peak pedestrian hour. Children under 13, elderly over 64 years and/or disabled persons count as 1.5 pedestrians. Alternatively, this warrant can be satisfied using Latent Pedestrian Demand if conditions (a), (b), or (c) under Table 2-2, 2-2.1b are met.

2. Approach Speed Warrant

The 85<sup>th</sup> percentile approach speed must be equal to or lower than 40 MPH. This warrant does not apply when a pedestrian hybrid beacon or a pedestrian traffic signal will be installed.

3. Nearest Controlled Crossing

The proposed location must be further than 250 feet from the nearest controlled crossing location (measured from the nearest edge of the proposed marked crosswalk to the closest edge of the controlled crossing).

4. Visibility Warrant

The motorist must have an unrestricted view of all pedestrians at the proposed location for the distance required by the following table (stopping sight distance is to be interpolated when 85<sup>th</sup> percentile speed is between 5 mph increments):

85 <sup>th</sup> Percentile Speed (MPH)	Stopping Sight Distance (feet)
25	150
30	200
35	250
40	300

Source: Caltrans Highway Design Manual, Table 201.1(March 7, 2014)

5. Illumination Warrant

The proposed location must have existing lighting.

6. Accessibility Warrant

The proposed location must have existing accessibility to disabled pedestrians or have accessibility improvements programmed.

## 2. CROSSWALK WARRANTS AND TREATMENT GUIDELINES

### Point Warrants

The Point Warrant has a total possible score of 38 points. As stated above, to qualify for installation of a marked crosswalk, a location must meet each of the Basic Warrants and score a minimum of 16 points in the Point Warrants. A summary of each of the Point Warrants and the allocation of points is presented in **Table 2-2**. A discussion of each of the Point Warrant variables follows the table.

Table 2-2: Point Warrants

2-2.1a Pedestrian Volume Warrant		
Number of Pedestrians (Peak Hour)	Points	Total Available Points
10 – 25	4	10
26 – 50	8	
51+	10	
2-2.1b Latent Pedestrian Demand Warrant (in lieu of Pedestrian Volume Warrant)		
Condition	Points	Total Available Points
(a) The proposed crosswalk is in a commercial, mixed land use, or high density residential area.	3	10
(b) A pedestrian or shared use path is interrupted by a restricted crossing.	3	
(c) A pedestrian attractor/generator is directly adjacent to the proposed crosswalk as defined in the explanatory notes below.	4	
2-2.2 General Condition Warrant		
Condition	Points	Total Available Points
(a) The nearest controlled crossing is greater than 300 feet from the proposed crosswalk.	3	18
(b) The proposed crosswalk will position pedestrians to be better seen by motorists.	3	
(c) The proposed crosswalk will establish a mid-block crossing between adjacent signalized intersections or it will connect an existing pedestrian path.	3	
(d) The proposed crosswalk is located within ¼ mile of pedestrian attractors/generators as defined in the explanatory notes below.	3	
(e) An existing bus stop is located within 100 feet of the proposed crosswalk.	3	
(f) Other factors.	3	

## 2. CROSSWALK WARRANTS AND TREATMENT GUIDELINES

Table 2-2: Point Warrants (continued)

2-2.3 Gap Time Warrant		
Average Number of Vehicular Gaps per 5-Minute Period	Points	Total Available Points
0 – 0.99	0	10
1 – 1.99	1	
2 – 2.99	8	
3 – 3.99	10	
4 – 4.99	8	
5 – 5.99	1	
6 or over	0	
<b>Total Available Points</b>		<b>38</b>

**Table 2-2 Explanatory Notes:**

2-2.1a Pedestrian Volume Warrant

The Pedestrian Volume Warrant assigns point values based on pedestrian crossing volumes at the proposed crosswalk. Children under 13, elderly over 64 years and/or disabled persons count as 1.5 pedestrians.

2-2.1b Latent Pedestrian Demand Warrant (in lieu of Pedestrian Volume Warrant)

The Latent Pedestrian Demand Warrant may be used in lieu of the Pedestrian Volume Warrant.

2-2.2 General Condition Warrant

The General Condition Warrant presents six (6) unique categories. A location can score either zero (0) or three (3) points for each unique category, making a total 18 possible points available. The general conditions include the following:

- (a) *The nearest controlled crossing is greater than 300 feet from the proposed crosswalk.*  
The distance should be measured from the proposed location of the crosswalk to the nearest controlled intersection, i.e. stop sign, traffic signal, etc.
- (b) *The proposed crosswalk will position pedestrians to be better seen by motorists.*  
This condition should be considered at locations where one leg of the intersection provides better sight distance than the other legs.
- (c) *The proposed crosswalk will establish a mid-block crossing between adjacent signalized intersections.*  
This warrant refers to a condition where there is a high pedestrian attractor/generator nearby, and adequate crossing can be provided that could help channelize a recognized heavy flow of mid-block pedestrians.
- (d) *The proposed crosswalk is located within ¼ mile of the following pedestrian attractors/generators as defined below:*
  - International Border Crossing
  - Major Multi-Modal Transit Centers (>10,000 boardings per day)
  - Transit Stops (>1,000 boardings per day)
  - Elementary/Middle/ High Schools
  - Universities and Colleges
  - Neighborhood Civic Facilities (Libraries, Post Office & Religious Facilities)

## 2. CROSSWALK WARRANTS AND TREATMENT GUIDELINES

- Neighborhood and Community Retail
- Pedestrian Intensive Beaches
- Parks & Recreation (excludes non-useable open space)
- Mixed Land Uses (housing near employment and/or commercial)

(e) *A bus stop is located within 100 feet of the proposed crosswalk.*  
This warrant is applicable if there is a bus stop within 100-feet of the proposed crosswalk.

(f) *Other factors.*  
Other factors allow for extenuating circumstances not covered in the proposed warrants. This is to be evaluated using engineering judgment.

### 2-2.3 Gap Time Warrant

Gap time is the time needed for a pedestrian to cross the travelled lanes of a roadway at an average walking speed without the need for a driver to yield. The number of usable gaps (or gaps that exceed the minimum time needed to cross) are counted during the peak vehicular hour and averaged per five-minute period.

### Crossing Treatments

If the proposed crossing location meets the criteria set by both the Basic and Point Warrants, the next step is to evaluate the most appropriate crossing treatment(s) to be installed with the marked crosswalk. **Table 2-3** provides thresholds for determining whether additional treatments are required prior to installing a marked crosswalk. The thresholds are based on vehicle volumes, vehicle speeds, and pedestrian crossing distance at the proposed location. Location types are divided into categories A, B, C and D, and are used to determine the appropriate treatment for the proposed location.

Table 2-3: Crossing Treatment Thresholds for Uncontrolled Marked Crosswalks if Warrants are Met

Crossing Distance <sup>2</sup>	Roadway ADT (vehicles per day)					
	< 1,500	1,501 – 5,000	5,001 – 12,000	12,001 – 15,000	> 15,000	
< 40'	A	B	B	C		C   D <sup>1</sup>
40' to 52'	A	B	C	C	D <sup>1</sup>	D
> 52'	A	B	C <sup>1</sup>	C	D <sup>1</sup>	D   D

1. For streets with more than one lane at an approach or posted speed limit 30 mph or greater.  
2. Crossing distance can be measured to a pedestrian refuge island if one is present.

Source: City of San Diego (February, 2015)

### Crossing Treatments

**Table 2-4** presents treatment requirements for the categories shown in **Table 2-3**. As new devices or treatments are proven, they may be considered in lieu of these treatments, with the City Engineer's approval.

## 2. CROSSWALK WARRANTS AND TREATMENT GUIDELINES

Table 2-4: Crossing Treatments for Uncontrolled Marked Crosswalks if Warrants are Met

Category	Crossing Treatments
A	<p><b>The following is required:</b></p> <ul style="list-style-type: none"> <li>• (W11-2) Pedestrian Warning Signage with the corresponding (W16-7P) arrow plaque</li> </ul>
B	<p><b>At least one of the following is required:</b></p> <ul style="list-style-type: none"> <li>• (R1-6) State Law – Yield to Pedestrian sign if median is present</li> <li>• Rectangular Rapid Flashing Beacons (RRFBs)</li> <li>• Raised crosswalk or other traffic calming treatments if the City of San Diego’s Traffic Calming Guidelines are met</li> </ul>
C	<p><b>At least two of the following are required:</b></p> <ul style="list-style-type: none"> <li>• Radar Speed Feedback Signs</li> <li>• Striping changes such as narrower lanes, painted medians, road diets, or other speed reducing treatments.</li> <li>• RRFBs</li> <li>• Staggered crosswalks and pedestrian refuge island</li> <li>• Horizontal deflection traffic calming treatments<sup>1</sup> if the City of San Diego’s Traffic Calming Guidelines are met</li> </ul>
D	<p><b>A Traffic Signal is required if the CA MUTCD warrants are met and it is recommended by a traffic engineering study. Otherwise at least one of the following is required:</b></p> <ul style="list-style-type: none"> <li>• Pedestrian Hybrid Beacon if the CA MUTCD warrants are met</li> <li>• Horizontal deflection traffic calming treatment<sup>1</sup> with RRFBs if the City of San Diego’s Traffic Calming Guidelines are met</li> </ul>

1. Horizontal deflection treatments include, but are not limited to: roundabouts, pedestrian refuge islands, and pedestrian bulb-outs.

Source: City of San Diego (February, 2015)

### Continental Crosswalks

The continental crosswalk, which is a high visibility crosswalk, is the City’s standard crosswalk design for all marked crosswalk locations. Continental crosswalks have been shown to be more visible to approaching motorists and have been shown to improve yielding behavior. Continental crosswalks, along with the treatments identified in **Table 2-4** will enhance the pedestrian environment at marked crosswalks.

**Table 2-5** provides a toolbox of crossing treatments including a graphic example and definition of the treatments.


## 2. CROSSWALK WARRANTS AND TREATMENT GUIDELINES

Table 2-5: Uncontrolled Intersection and Mid-Block Crossing Treatments

Treatment	Description	When to Use
<p><b>(Pedestrian Hybrid Beacon)</b></p>  <p>Photo: Mike Cynecki (2009), from pedbikesafe.org</p>	<p>A pedestrian hybrid beacon is a special type of beacon used to warn and control traffic at an unsignalized, marked crossing location. Pedestrian hybrid beacons should only be used in conjunction with a marked crosswalk. The alternating red flashers allow vehicles to stop and then proceed if the pedestrian has already passed them, reducing motorist delay.</p> <p>Reference CA MUTCD Chapter 4F</p>	<p>Best suited for uncontrolled crossing locations on multi-lane, higher speed or volume roadways where there is a need to provide pedestrian crossings without excessive delay to motor vehicles. Examples of these locations include school crossings, access to parks and senior centers, or neighborhood street crossings.</p> <p><i>Applicable Crossing Treatment Categories:</i></p> <p>D</p>
<p><b>Rectangular Rapid Flash Beacon (RRFB)</b></p> 	<p>The Rectangular Rapid Flash Beacon (RRFB) is a pedestrian crossing warning sign supplemented with flashing beacons that provide a high-visibility strobe-like warning to drivers when activated. Pedestrians activate the beacon through pushbuttons or other detectors, which then begin flashing the lights, alerting drivers of a pedestrian. Signs are placed on both sides of a crosswalk, to face each direction of traffic.</p>	<p>RRFBs should be used to supplement standard crossing warning signage and markings at locations without YIELD, STOP, or traffic signal controls. RRFBs should be reserved for locations with significant pedestrian safety issues. RRFBs are best suited for two-lane streets.</p> <p><i>Applicable Crossing Treatment Category:</i></p> <p>B, C and D</p>
<p><b>Curb Extensions (Pop-outs)</b></p> 	<p>Intersection pop-outs are curb extensions that narrow the street at intersections by widening the sidewalks at the point of crossing. They are used to make pedestrian crossings shorter and reduce the width of long, straight streets. Intersection pop-outs must accommodate cyclists, transit vehicles and emergency response vehicles. Pop-outs improve pedestrian visibility to the driver, create shorter pedestrian crossing widths, and may reduce vehicle speeds.</p> <p>Reference City of San Diego Traffic Calming Guidelines</p>	<p>Locations with useable space next to the curb, like that provided by on-street parking.</p> <p><i>Applicable Crossing Treatment Categories:</i></p> <p>B, C, and D</p>

## 2. CROSSWALK WARRANTS AND TREATMENT GUIDELINES


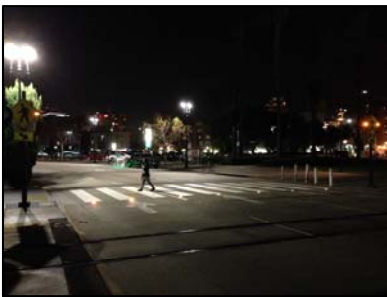
Table 2-5: Uncontrolled Intersection and Mid-Block Crossing Treatments

Treatment	Description	When to Use
<p><b>High Visibility Marked Crosswalks</b></p> 	<p>High visibility crosswalks (Continental) instill increased awareness in motorists and pedestrians at established pedestrian crossing locations.</p> <p>Reference CA MUTCD Fig.3B-19</p>	<p>All marked crosswalks in the City of San Diego are to be installed as Continental style crosswalks, see Appendix B for standard detail.</p> <p><i>Applicable Crossing Treatment Categories:</i> A, B, C and D</p>
<p><b>Raised Pedestrian Crossings<sup>1</sup></b></p>  <p>Photo: Dan Burden, from pedbikesafe.org</p>	<p>Raised crosswalks are similar to speed tables; however, they provide a marked pedestrian crossing. This device can be used at intersections or midblock locations. Raised crosswalks can be combined with pop-outs or chokers to decrease the distance a pedestrian is required to cross.</p> <p>Reference City of San Diego Traffic Calming Guidelines</p>	<p>Best suited for mid-block crossings on local and collector roads where speeding vehicles may cause risk to pedestrians.</p> <p><i>Applicable Crossing Treatment Categories:</i> B, C and D</p>
<p><b>Staggered Crosswalks</b></p> 	<p>The staggered crosswalk is split by a median and is offset on either side of the median. This configuration forces pedestrians to turn in the median and face oncoming traffic before crossing the second half of the road.</p>	<p>Best suited for uncontrolled mid-block crossing locations on multi-lane, high-speed or high-volume roadways.</p> <p><i>Applicable Crossing Treatment Categories:</i> C and D</p>

<sup>1</sup>Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, Federal Highway Administration, Washington DC, 2013.



## 2. CROSSWALK WARRANTS AND TREATMENT GUIDELINES

Table 2-5: Uncontrolled Intersection and Mid-Block Crossing Treatments

Treatment	Description	When to Use
<p><b>Grade Separated Pedestrian Crossing</b></p> 	<p>Grade separated pedestrian crossings are typically pedestrian bridges. New pedestrian bridges must be wheelchair accessible with ramps, rest pads and handrails. Where possible, it is helpful to utilize differences in terrain and elevation to construct pedestrian bridges over sunken roadways.</p>	<p>Criteria for the installation of pedestrian separation structures are covered by Council Policy Number 800-01. Such structures are particularly useful either at intersections or mid-block locations having high concentrations of pedestrians and vehicles, both subject to unreasonable delays or risk of accidents. Such locations traditionally occur near universities, industrial plants, government buildings, major shopping centers, large hospitals, recreation facilities and other major pedestrian generators.</p> <p><i>Applicable Crossing Treatment Categories:</i></p> <p>This treatment is not noted in Table 2-4 and should be evaluated on a case-by-case basis as applicable.</p>
<p><b>In-Roadway Warning Lights</b></p> 	<p>In-Roadway Warning Lights are installed in the roadway surface to warn drivers that they are approaching a condition that may require decreased speeds and/or coming to a stop. Such conditions could include marked school crosswalks, marked midblock crosswalks, marked crosswalks at uncontrolled approaches, marked crosswalks in advance of roundabouts, and other roadway situations involving pedestrian crossings.</p> <p>Reference CA MUTCD Chapter 4N</p>	<p>This treatment is not noted in Table 2-4. RRFBs have a demonstrated record of high performance at lower cost, less maintenance, and faster installation time.</p> <p>The policy recommends RRFBs as the preferred alternative.</p>

## 2. CROSSWALK WARRANTS AND TREATMENT GUIDELINES

Table 2-5: Uncontrolled Intersection and Mid-Block Crossing Treatments

Treatment	Description	When to Use
<p><b>Parking Restrictions</b></p> 	<p>Parked vehicles at an intersection can create a visual barrier between motor vehicle traffic and crossing pedestrians, especially children and pedestrians in wheelchairs. Parking should be evaluated and restricted as needed to improve drivers' line of sight of crossing pedestrians.</p>	<p>All marked crosswalk locations.</p> <p>This treatment is not noted in Table 2-4 and should be evaluated on a case by case basis as visibility is needed.</p>
<p><b>Pedestrian Refuge Islands</b></p> 	<p>Pedestrian refuge islands are used on wide streets to shorten a pedestrian's crossing distance and provide pedestrians with a refuge. This allows the pedestrian to cross one direction of traffic at a time. After the pedestrian crosses one direction of traffic, they may wait in the refuge median area before crossing the other direction of traffic. The refuge median should have a minimum width of 6'. Reference City of San Diego Traffic Calming Guidelines</p>	<p>Locations where the crossing distance is greater than 52 feet or multi-lane, higher speed or volume roadways where there is a need to provide a pedestrian refuge.</p> <p><i>Applicable Crossing Treatment Categories:</i> B, C and D</p>

Source: Chen Ryan Associates and SafeTREC (February, 2015)

### Pedestrian Treatments at Controlled Intersections

#### Crosswalks at Controlled Locations

Traffic control devices (traffic signals or all-way stop signs) facilitate both motorists' and pedestrian's movements at controlled intersections. Council Policies 200-06 and 200-08 provide guidance regarding the types and uses of various traffic control methods and devices. Additional features or treatments may be applied to controlled intersections to improve pedestrian safety by increasing motorists' visibility or awareness of crossing pedestrians, or to manage vehicle speeds. This section provides examples of potential crossing treatments and general guidance regarding their installation or use. A list of potential treatments for consideration at controlled intersections is provided in **Table 2-6**.





## 2. CROSSWALK WARRANTS AND TREATMENT GUIDELINES

Table 2-6: Treatments at Controlled Intersections

Treatment	Description	When to Use
<p><b>Marked Crosswalks</b></p> 	<p>Marked crosswalks indicate the preferred location for pedestrians to cross a roadway, and also alert motorists to anticipate pedestrians. All crosswalks at traffic signals in the City shall be Continental crosswalks.</p> <p>Reference CA MUTCD Section 3B.18 and Chapter 2 Warrants of this document.</p>	<p>Across the legs of all signalized intersection approaches that pedestrians are allowed to cross.</p>
<p><b>Pedestrian Timing</b></p> 	<p>Traffic signal Flash Don't Walk timing should use a pedestrian travel speed in accordance with the CA MUTCD guidelines. When special land uses, such as senior centers or schools, are within 100' of the intersection, slower walking speeds should be considered.</p>	<p>Across all legs of signalized intersections that pedestrians are allowed to cross.</p>
<p><b>Leading Pedestrian Interval</b></p> 	<p>The Leading Pedestrian Interval (LPI) is a period of time, usually from three to five seconds, when pedestrians are allowed to cross but adjacent vehicles have a red light. While turning vehicles are restricted from entering the intersection, pedestrians get a WALK signal, allowing them to establish their presence in the crosswalk.</p>	<p>On a case-by-case basis at signalized intersection legs with high levels of pedestrian crossings and conflicting vehicle turning movements.</p>
<p><b>Curb Extensions (Pop-Outs)</b></p> 	<p>Intersection pop-outs are curb extensions that narrow the street at intersections by widening the sidewalks at the point of crossing. They are used to make pedestrian crossings shorter and reduce the width of long, straight streets. Intersection pop-outs must accommodate cyclists, transit vehicles and emergency response vehicles. Pop-outs improve pedestrian visibility to the driver, create shorter pedestrian crossing widths, and may reduce vehicle speeds. Reference City of San Diego Traffic Calming Guidelines</p>	<p>Locations with useable space next to the curb, like that provided by on-street parking.</p>

## 2. CROSSWALK WARRANTS AND TREATMENT GUIDELINES

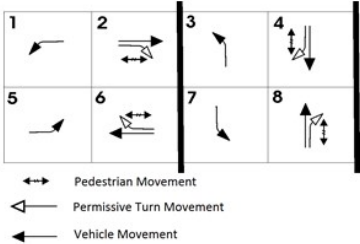

Table 2-6: Treatments at Controlled Intersections

Treatment	Description	When to Use
<p><b>Exclusive Pedestrian Phasing</b></p> 	<p>The exclusive pedestrian phasing is also known as a “pedestrian scramble.” A pedestrian scramble phase restricts all vehicle traffic from entering the intersection, allowing pedestrians to cross an intersection in every direction, including diagonally, at the same time.</p>	<p>On a case-by-case basis where the prohibition of vehicles turning across an active crosswalk would be most effective to improve pedestrian safety without substantially increasing congestion.</p>
<p><b>Advance Limit Line</b></p> 	<p>Advance limit lines indicate a place for vehicles to stop that is set back from the marked crosswalk.</p> <p>Reference CA MUTCD Section 3B.16</p>	<p>Across the legs of all controlled intersection approaches where pedestrian crossings are permitted, and where there is no conflict with loop detectors or any other traffic signal equipment.</p>
<p><b>Pedestrian Countdown Signals</b></p> 	<p>Pedestrian countdown signal heads help pedestrians understand how much time they have left to cross. The MUTCD advises use of the international pedestrian symbol (displayed in the image to the left) in conjunction with countdown indicators for new installations<sup>2</sup>. Pedestrian signal heads should be clearly visible to the pedestrian at all times when crossing or waiting to cross.</p>	<p>Across all legs of signalized intersections that pedestrians are allowed to cross.</p>
<p><b>Right-Turn on Red Restriction</b></p> 	<p>This treatment restricts right-turn movements at red lights for specific intersection approaches. Restrictions can be permanently implemented or limited to only peak periods.</p>	<p>Signalized intersection legs with high levels of conflict between pedestrians and right-turning vehicle movements.</p>

<sup>2</sup> Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, Federal Highway Administration, Washington DC, 2009.

## 2. CROSSWALK WARRANTS AND TREATMENT GUIDELINES

Table 2-6: Treatments at Controlled Intersections

Treatment	Description	When to Use
<p><b>Adjustment to Signal Phasing</b></p> 	<p>Permitted left turn signal phasing can be converted to either protected or split phasing to reduce the number of left-turn conflicts with crossing pedestrians.</p>	<p>Signalized locations with permitted left turn phasing in which there are high levels of conflict between crossing pedestrians and left-turning vehicle movements.</p>
<p><b>Passive Pedestrian Detection</b></p>  <p><i>Photo: Spie.org</i></p>	<p>Remote detection may extend the intersection walk time phase allowing slower pedestrians who may still be in the crosswalk additional time to finish their crossing.</p>	<p>On a case-by-case basis at locations in which slower pedestrians are present such as schools, hospitals and near retirement communities.</p>

Source: Chen Ryan Associates, SafeTREC (February, 2015)

# APPENDIX A – PEDESTRIAN RISK MODEL

# APPENDIX A – PEDESTRIAN RISK MODEL

## Study Intersections and Unit of Analysis

The pedestrian collision database used in this analysis was provided by the City of San Diego. The analysis spans 14 years of pedestrian-related collisions collected across the City of San Diego (1999 – 2012). There were over 7,000 pedestrian-related collisions over this 14 year period.

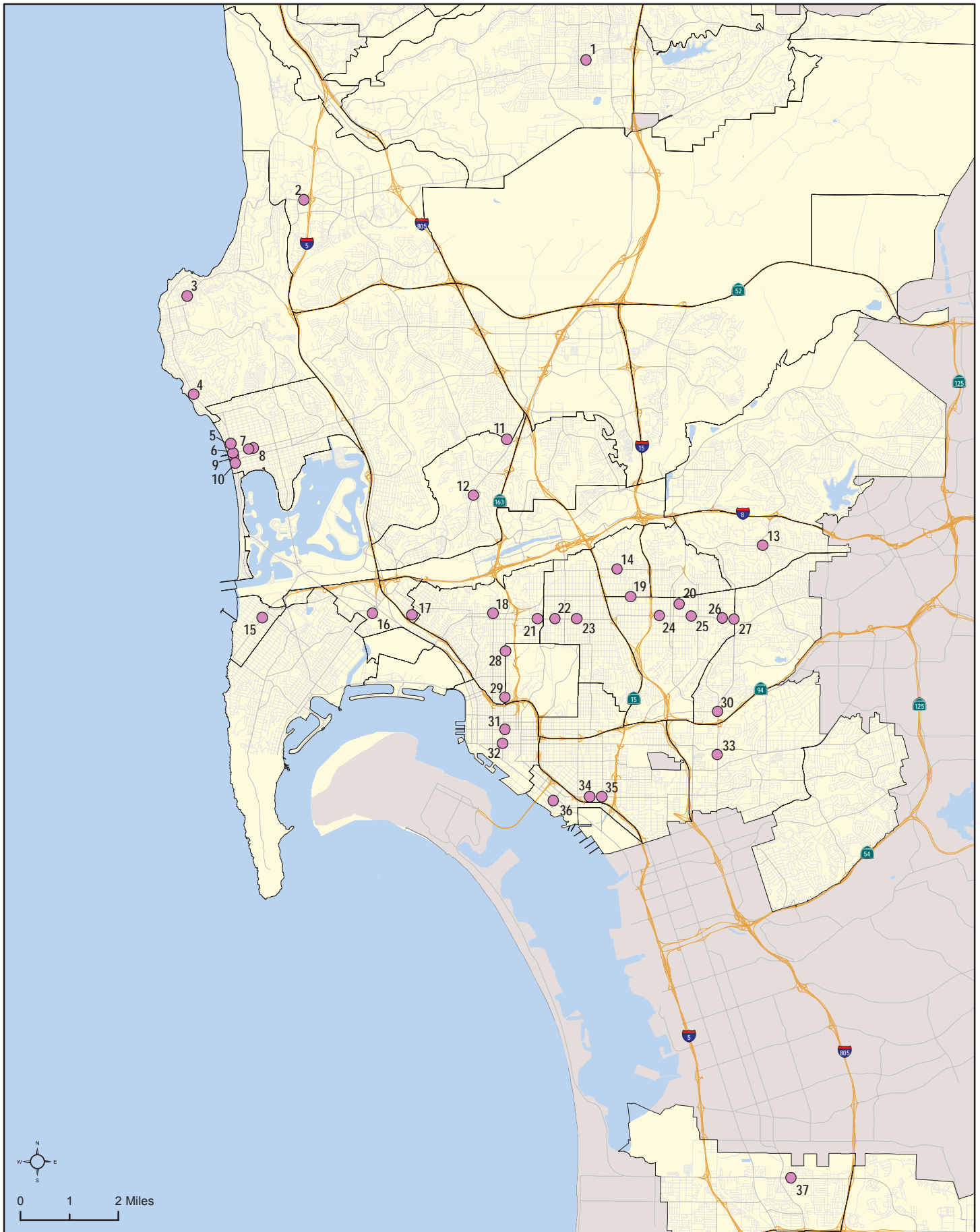
Sixty sites were originally identified to be studied. Of the 60 study sites, 37 were found to provide the characteristics that would best fit the methodology for developing the model. The results of this model are relevant to crossings at intersections and midblock.

The study intersections were selected to reflect variation in intersection control types (signalized or unsignalized), roadway environments (width and speeds), and collision fault. **Figure A-1** shows the final set of 37 study site locations, while **Table A-1** lists the locations, the community planning area where it falls, and the type of control at each study site location.

In order to gain the most information from a limited number of study intersections, the unit of measure was reduced to the approach/departure for each crossing which provides eight units of analysis for each intersection when an intersection has four legs. Using this method increases the potential number of study cases from 37 to 296.

**Figure A-2** displays the specific locations where vehicle and pedestrian volumes, intersection approach attributes, and crosswalk attribute data were collected for study intersections.

**Table A-2** provides an interpretation of each alpha-numeric identifier in Figure A-2. The final database used for this analysis had 268 observations.



**Figure A-1**  
**Pedestrian Risk Model Study Intersections**

# APPENDIX A – PEDESTRIAN RISK MODEL

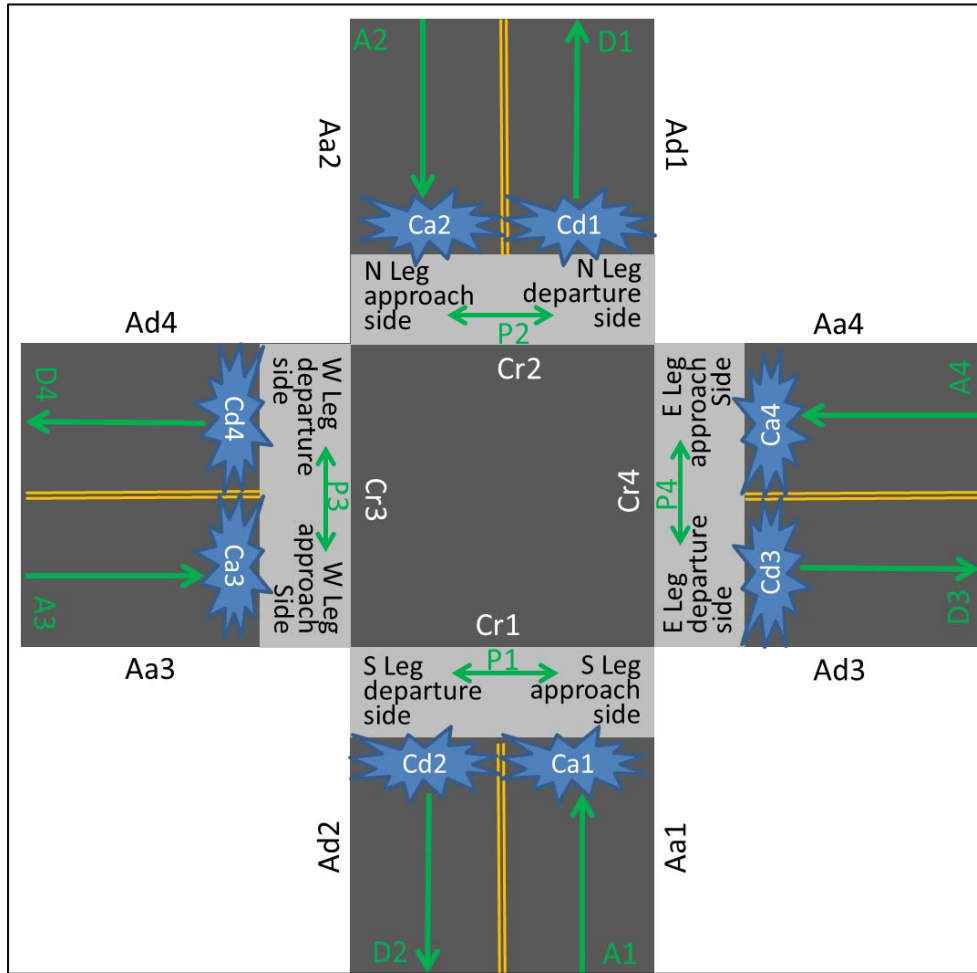
Table A-1: Thirty-Seven Study Intersection Locations

Map ID	Intersection	Community Planning Area	Traffic Control
1	Greenford Drive & Mira Mesa Boulevard	Mira Mesa	Signalized
2	I-5 SB Ramps & La Jolla Village Drive	University	Signalized
3	Torrey Pines Road & Herschel Avenue	La Jolla	Unsignalized
4	La Jolla Boulevard & Forward Street	La Jolla	Unsignalized
5	Mission Boulevard & Diamond Street	Pacific Beach	Unsignalized
6	Mission Boulevard & Garnet Street	Pacific Beach	Signalized
7	Dawes Street & Garnet Avenue	Pacific Beach	Unsignalized
8	Everts Street & Garnet Avenue	Pacific Beach	Unsignalized
9	Mission Boulevard & Hornblend Street	Pacific Beach	Unsignalized
10	Mission Boulevard & Thomas Street	Pacific Beach	Unsignalized
11	Ashford Street & Mesa College Drive	Clairemont Mesa / Linda Vista	Signalized
12	Linda Vista Road & Signalized Pedestrian Crossing (between Ulric Street and Comstock Street)	Linda Vista	Signalized
13	College Avenue & Montezuma Road	College Area	Signalized
14	34th Street & Adams Avenue	Normal Heights	Unsignalized
15	Sunset Cliffs Boulevard & Brighton Avenue	Ocean Beach	Unsignalized
16	Rosecrans Street & Midway Drive	Midway-Pacific Highway	Signalized
17	San Diego Avenue & Old Town Avenue	Old Town San Diego	Signalized
18	First Avenue & Washington Street	Uptown	Signalized
19	36th Street & El Cajon Boulevard	Normal Heights / City Heights	Unsignalized
20	Highland Avenue & Orange Avenue	City Heights	Unsignalized
21	Centre Street & University Avenue	Uptown	Unsignalized
22	Alabama Street & University Avenue	Greater North Park	Unsignalized
23	Pershing Avenue & University Avenue	Greater North Park	Unsignalized
24	Marlborough Street & University Avenue	City Heights	Signalized
25	Menlo Avenue & University Avenue	City Heights	Unsignalized
26	52nd Street & University Avenue	City Heights	Signalized
27	54th Street & University Avenue	City Heights / Eastern Area	Signalized
28	Sixth Avenue & Spruce Street	Uptown / Balboa Park	Unsignalized
29	Sixth Avenue & Fir Street	Uptown / Balboa Park	Unsignalized
30	Euclid Avenue & Federal Avenue	Eastern Area	Signalized
31	Sixth Avenue & Broadway	Downtown	Signalized
32	Fifth Avenue & Market Street	Downtown	Signalized
33	Euclid Avenue & Naranja Street	Encanto Neighborhoods	Signalized
34	30th Street & National Avenue	Southeastern San Diego	Signalized
35	32nd Street & National Avenue	Southeastern San Diego	Signalized
36	Harbor Drive & Sampson Drive	Barrio Logan	Signalized
37	Churrituck Drive & Palm Avenue	Otay Mesa-Nestor	Unsignalized

Source: SafeTREC, Chen Ryan Associates (February, 2015)

# APPENDIX A – PEDESTRIAN RISK MODEL

**Figure A-2: Eight Units of Analysis at each Study Intersection**



**Table A-2: Interpretation of Alpha-Number Codes in Figure 3-2**

Study Unit	Behavioral			Roadway Environment	
	Vehicle Volumes	Pedestrian Volumes	Collision Locations	Approach Attributes	Crosswalk Attributes
South Leg Approach-side Crosswalk	A1	P1	Ca1	Aa1	Cr1
North Leg Approach-side Crosswalk	A2	P2	Ca2	Aa2	Cr2
West Leg Approach-side Crosswalk	A3	P3	Ca3	Aa3	Cr3
East Leg Approach-side Crosswalk	A4	P4	Ca4	Aa4	Cr4
South Leg Departing-side Crosswalk	D2	P1	Cd2	Ad2	Cr1
North Leg Departing-side Crosswalk	D1	P2	Cd1	Ad1	Cr2
West Leg Departing-side Crosswalk	D4	P3	Cd4	Ad4	Cr3
East Leg Departing Side Crosswalk	D3	P4	Cd3	Ad3	Cr4

Source: SafeTREC, Chen Ryan Associates (February, 2015)

# APPENDIX A – PEDESTRIAN RISK MODEL

## Data Collection

The dependent variable used in the analysis is “pedestrian risk”, which is calculated by dividing pedestrian collision frequency by the annual pedestrian crossing volume. The independent variables intended to describe potential causal factors are divided into four groups:

- Driver Behavior
- Roadway Environment
- Intersection Characteristics
- Population Characteristics

**Table A-3** presents summary statistics for the dependent variable, pedestrian risk, as well as the variables used to calculate pedestrian risk, which are pedestrian collisions and annual pedestrian volumes.

**Table A-4** presents summary statistics for the independent variables covering driver behavior, roadway environments, intersection characteristics, and population characteristics. The mean, standard deviation and variance are not calculated for categorical variables, only the continuous variables.

Table A-3: Dependent Variable and Descriptive Statistics

Variables	Minimum	Maximum	Mean	Standard Deviation	Variance
Number of Pedestrian-Vehicle Collisions at Half Crosswalk	0	7	0.29	0.75	0.57
Annual Pedestrian Volume	2.14E+03	1.74E+06	2.08E+05	3.01E+05	9.06E+10
Pedestrian Risk	0	3.00E-04	4.20E-06	2.08E-05	4.32E-10

Source: SafeTREC, Chen Ryan Associates (February, 2015)

# APPENDIX A – PEDESTRIAN RISK MODEL

Table A-4: Independent Variables and Descriptive Statistics

Variable Category	Variable	Minimum	Maximum	Mean	Standard Deviation	Variance		
<b>Driver Behavior</b>	Average Daily Traffic (ADT)	113	137,578	8,334	1,909	3.64E+08		
	85% Traffic Speed (MPH)	0	55	16.91	17.03	290.00		
	Vehicle Gap (sec)	0	8.18	0.49	1.28	1.64		
<b>Roadway Environment</b>	Parking Lane Width (ft)	0	15	4.94	3.37	11.36		
	Sidewalk Width (ft)	0	18	6.21	2.33	5.43		
	Buffer Width (ft)	0	18	3.33	3.55	12.61		
	# of Bike Parking	0	15	0.72	2.21	4.92		
	Bike Lane Width (ft)	0	12	0.4	1.56	2.44		
	Posted Speed (MPH)	25	45	28.47	5.02	25.18		
	Approach Side (# of locations)	Approach Side		133				
		Departure Side		135				
	Informal Crossing (# of locations)	Not Present		184				
		Demonstrated		62				
		Not Passable		4				
		Passable		18				
	Obstruction Presence (# of locations)	Not Present		218				
		Present		50				
	Bus Stop Presence (# of locations)	Not present		210				
		present		58				
	Bikeway Type (# of locations)	Not Present		222				
		Buffered Bike Lane		1				
		Bike Lane		17				
		Shared		28				
Bikeway Color (# of locations)	Not Present		236					
	Painted		32					
Pedestrian Sign (# of locations)	Not Present		230					
	Present		38					
# of Lanes	1	5	1.75	0.95				0.90
<b>Intersection Characteristics</b>	Crossing Distance (ft)	21	114	59.98				19.48
	Median Refuge Width (ft)	0	10	0.86	2.23	5.01		
	Signalized (# of locations)	Un-Signalized		133				
		Signalized		135				
	Crosswalk Style (# of locations)	Not Present		112				
		Ladder		30				
		Standard		126				
	Curb Ramp Type (# of locations)	Not Present		22				
		Apex		238				
		Perpendicular		8				
Truncated Dome Color (#	Not Present		132					

# APPENDIX A – PEDESTRIAN RISK MODEL

Table A-4: Independent Variables and Descriptive Statistics

Variable Category	Variable	Minimum	Maximum	Mean	Standard Deviation	Variance
	of locations)	Yellow	136			
	Crosswalk Color (# of locations)	Not Present	112			
		Decorative Pavers	8			
		White	122			
		Yellow	26			
	Pedestrian Signal Head (# of locations)	Not Present	143			
		Present	125			
	Pedestrian Signal Button (# of locations)	Not Present	161			
		Present	107			
	Advanced Stop Presence (# of locations)	Not Present	208			
		Stop Bar	60			
	Crosswalk Condition (# of locations)	Not Present	112			
		Freshly Painted	104			
Poor		50				
Heavily worn		2				
<b>Population Characteristics<sup>1</sup></b>	Population within 500 foot buffer	0	786.56	237.08	206.44	42,618.86
	Employment within 500 foot buffer	2.71	1,210.78	176.48	254.92	64,983.60
	Median household income within 500 foot buffer	\$21,792	\$114,223	\$48,100	1.86E+04	3.45E+08

Source: SafeTREC, Chen Ryan Associates (February, 2015)

Notes:

1. The study intersections were used to create a 500 foot street network buffer emanating from the intersection point. The population characteristic variables were obtained from the 2010 census and aggregated to census tracts. The population data by census tract polygon were apportioned to the study area street network buffer polygon.

## Statistical Analysis

In order to choose the most appropriate model, a dispersion test was conducted to determine how the data is dispersed. If the data is over-dispersed, the Negative Binomial distribution would be selected. If the data is under-distributed, the Conway-Maxwell Poisson distribution would be chosen. According to the descriptive statistics described in Table A-3, the mean and the variance of pedestrian collision frequency are 0.29 and 0.57 respectively. This indicates that the data is over-dispersed and therefore the Negative Binomial regression is more appropriate.

To reduce potential bias due to co-linearity, pairs of variables were tested by the Pearson product moment correlation coefficient. The correlation coefficients are listed in **Table A-5**. Based on the results presented in Table A-5, pairs of variables with coefficient absolute values of >0.6 were not included in the same model.

# APPENDIX A – PEDESTRIAN RISK MODEL

Table A-5A: Pearson Correlation Test Results

	Approach Side	Signal	ADT	Annual Ped. Volume	Informal Crosswalk	Parking Width	Sidewalk Width	Obst. Present	Buffer Width	Bus Stop Present	Bike Park	Bike Lane Width	Bikeway Type	Bikeway Color
Approach Side														
Signalized	0.01													
ADT	0	0.05												
Annual Ped. Vol.	0	0.28***	-0.09											
Informal Crosswalk	0	0.05	0.09	0.28** *										
Parking Width	-0.01	-0.31***	-0.1	0.08	0.01									
Sidewalk Width	-0.03	0.1	0.09	0.13*	0.07	0.06								
Obstruction Presence	-0.1	0.26***	0.05	-0.05	0.09	-0.20**	0.06							
Buffer Width	-0.03	-0.24***	0.21** *	0.22** *	0.05	0.28** *	-0.04	0.34** *						
Bus Stop Presence	-0.05	0.03	0.03	-0.04	0.15*	-0.05	0.07	0.24** *	0.02					
Bike Parking	0.05	-0.06	-0.05	-0.05	-0.02	0.27** *	0.06	0.01	0.06	0				
Bike Lane Width	-0.03	0.09	0.03	-0.02	0.09	-0.08	0	0.20**	-0.22** *	0.1	0.13*			
Bikeway Type	-0.03	0.01	0	-0.11	0.02	-0.33** *	-0.06	0.19**	-0.07	0.11	0.01	0.34** *		
Bikeway Color	-0.04	-0.03	-0.01	-0.08	0.12	-0.26** *	-0.01	0.19**	-0.07	0.18**	0.14*	0.57** *	0.74** *	
Crosswalk Style	0.06	0.61***	0.05	0.07	0.07	-0.17**	0.03	0.23** *	-0.20**	0.07	0.04	0.09	0.04	0.07
Curb Ramp Type	0	0.02	0.02	0.01	0.12	-0.01	0.04	-0.07	-0.05	0.18**	-0.09	0.05	0.03	0.14*
Truncated Dome Color	0	0.12*	0.19**	0.23** *	0	-0.1	0.08	0.12*	0.21** *	0.04	-0.02	0.12*	-0.05	0.04
Crossing Distance	0	0.42***	0.19**	-0.09	0.05	0.37** *	0.09	0.37** *	0.34** *	0.16*	-0.05	0.32** *	0.28** *	0.21** *
Crosswalk Color	0	-0.22***	0.02	0.16**	0.06	0.15*	0.07	-0.14*	0.22** *	-0.15*	-0.14*	-0.09	0.01	-0.08
Ped. Signal Head	0.01	0.93***	0.07	0.31** *	0.03	0.33** *	0.02	0.28** *	0.27** *	0.04	-0.04	0.11	0.04	0
Ped. Signal	0.02	0.80***	0.11	0.11	0.09	0.34** *	-0.03	0.29** *	0.32** *	0.09	-0.15*	0.17**	0.11	0.08
Median Refuge Width	0	-0.03	0	-0.08	-0.17**	0.03	0.11	0.04	-0.16**	-0.06	0.23** *	0.28** *	0.1	0.08
Advanced Stop Presence	0	-0.11	-0.04	0.28** *	0.05	0.21** *	0.02	-0.1	0.13*	-0.16**	0.01	-0.17**	0.34** *	0.34** *
Crosswalk Condition	0	0.56***	-0.07	0.1	0.24** *	-0.18**	-0.02	0.06	0.26** *	0	0	0.15*	-0.03	0
Ped. Signage	-0.02	-0.22***	0.06	-0.12*	0.16**	0.12*	0.05	0.04	-0.04	0.06	0.14*	0.12	0.01	0.11
X85 Speed	0	0	0.27** *	-0.16*	0.04	0.22** *	0.05	0.14*	-0.01	0.29** *	-0.01	0.09	0.26** *	0.20**
Lanes	0.31** *	0.32***	0.23** *	-0.03	0.16**	0.44** *	0.05	0.25** *	0.21** *	0.20**	-0.11	0.12*	0.22** *	0.20**

# APPENDIX A – PEDESTRIAN RISK MODEL

Table A-5B: Pearson Correlation Test Results

	Crosswalk Style	Curb Ramp Type	Truncated Dome Color	Crossing Distance	Crosswalk Color	Ped Signal Head	Ped Signal	Median Refuge Width	Advanced Stop Presence	Condition	Ped Sign	X85 Speed
Approach Side												
Signalized												
ADT												
Annual Ped. Vol.												
Informal Crosswalk												
Parking Width												
Sidewalk Width												
Obstruction Presence												
Buffer Width												
Bus Stop Presence												
Bike Parking												
Bike Lane Width												
Bikeway Type												
Bikeway Color												
Crosswalk Style												
Curb Ramp Type	0.07											
Truncated Dome Color	0.15*	0.20**										
Crossing Distance	0.32***	-0.03	0.11									
Crosswalk Color	-0.55***	-0.08	-0.11	-0.17**								
Ped. Signal Head	0.67***	0.05	0.08	0.44***	-0.32***							
Ped. Signal	0.67***	0.09	0.20***	0.44***	-0.37***	0.86***						
Median Refuge Width	0.04	0.03	0.12	0.19**	-0.12*	-0.03	-0.02					
Advanced Stop Presence	-0.29***	-0.21***	-0.20**	-0.21***	0.36***	-0.20**	-0.27***	-0.1				
Crosswalk Condition	0.41***	0.1	0.09	0.20**	-0.45***	0.52***	0.51***	0.24***	-0.13*			
Ped. Signage	-0.08	0.11	-0.07	-0.09	-0.05	-0.24***	-0.17**	0.36***	-0.24***	0.02		
X85 Speed	0.09	-0.07	0.07	0.30***	0.02	-0.01	0.04	0.1	-0.24***	0.02	0.23***	
Lanes	0.28***	0.06	0.11	0.57***	-0.11	0.33***	0.34***	0.06	-0.29***	0.11	0.08	0.51***

Source: SafetREC, Chen Ryan Associates (February, 2015)

## APPENDIX A – PEDESTRIAN RISK MODEL

The purpose of this analysis is to identify factors that exhibit a statistically significant relationship with pedestrian collision risk at the half crosswalk study unit. After screening for the inter-correlation between variables, the remaining independent variables related to driver behavior, roadway environment, and intersection characteristics were entered into a Negative Binomial regression model. **Equation (1)** shows the model structure:

$$y_i = e^{(\beta_0 + \beta_1 x_{i1} + \beta_2 x_{i2} + \beta_3 x_{i3} + \dots)} \quad (1)$$

Where,

$y_i$  = collision rate at a half crosswalk 'i'. The collision rate is calculated by dividing half crosswalk collision frequency by pedestrian annual volume at the crosswalk;

$x_{ij}$  = quantitative measure of each characteristic j associated with half crosswalk 'i'; and

$\beta_j$  = coefficient corresponding to  $x_{ij}$  to be determined by negative binomial regression.

After estimating a model with all of the remaining variables, the variables were selected based on a Backward Elimination process. This is the simplest of all variable selection procedures and can be easily implemented without special software. In situations where there is a complex hierarchy, backward elimination can be run manually while determining which variables are eligible for removal. The process is as follows:

1. Start with all the predictors in the model
2. Remove the predictor with highest  $p$ -value greater than 0.1
3. Run the model and go to 2
4. Stop when all  $p$ -values are less than 0.1

# APPENDIX A – PEDESTRIAN RISK MODEL

## Pedestrian Risk Model Results

This model has eleven statistically significant explanatory factors ( $p$ -value < 0.1).

**Equation (2)** shows the model formula:

$$y_i = EXP(-19.43 + 0.57x_{i1} + 0.86x_{i2} + 1.40x_{i3} + 1.05x_{i4} - 0.0025x_{i5} + 0.74x_{i6} + 2.31x_{i7} - 1.28x_{i8} - 1.31x_{i9} - 0.0018x_{i10} + 0.08x_{i11}) \quad (2)$$

Where,

$y_i$ = collision rate at a half crosswalk  $i$ . The collision rate is calculated by dividing the half crosswalk collision frequency by the annual pedestrian volume at the crosswalk.

$x_{i1}$ = Ln of ADT associated with half crosswalk  $i$ ,

$x_{i2}$ = the color of half crosswalk  $i$ , white,

$x_{i3}$ = the color of half crosswalk  $i$ , yellow,

$x_{i4}$ = the condition of half crosswalk  $i$ , medium,

$x_{i5}$ = employment within 500 feet of the study intersection,

$x_{i6}$ = informal crossing associated with half crosswalk  $i$ , demonstrated informal crossing,

$x_{i7}$ = informal crossing associated with half crosswalk  $i$ , not passable,

$x_{i8}$ = pedestrian related signage presence on the approach associated with half crosswalk  $i$ , present,

$x_{i9}$ = pedestrian signal head presence at half crosswalk  $i$ , present,

$x_{i10}$ = population within 500 feet of the study intersection,

$x_{i11}$ = posted speed for the approach associated with half crosswalk  $i$ .

To display the impacts of independent variables, the change in  $y$  resulting from a change in  $x$  from its minimum value to maximum value is listed in **Table A-6**. The base condition is when all numeric variables are equal to their mean values and all categorical variables are equal to 1. Then each variable is changed from its minimum to maximum value while all other variables remain the same. The corresponding change in  $y$  shows the impact.

# APPENDIX A – PEDESTRIAN RISK MODEL

Table A-6: Pedestrian Collision Risk Model

Variable	Coefficient	SE	Z-test	P-value	X <sub>min</sub> <sup>a</sup>	X <sub>max</sub> <sup>b</sup>	Y(X <sub>min</sub> ) <sup>c</sup>	Y(X <sub>max</sub> ) <sup>d</sup>	% raise <sup>e</sup>
Ln(ADT)	0.5664	0.1702	3.328	0.000875	Ln(113.3)	Ln(137578.0)	4.49E-08	2.51E-06	5,484
Crosswalk color, white	0.8576	0.4504	1.904	0.056886	Unmarked	White crosswalk	2.97E-07	7.01E-07	136
Crosswalk color, yellow	1.4020	0.6819	2.057	0.039725	Unmarked	Yellow crosswalk	2.97E-07	1.21E-06	306
Crosswalk condition, medium	1.0480	0.4426	2.368	0.017887	Other condition	Medium condition	1.04E-07	2.97E-07	185
Employment within 500 feet	-0.0025	0.0009	-2.66	0.007811	2.7	1,210.8	4.57E-07	2.28E-08	-95
Informal crossing, demonstrated crossing	0.7436	0.4434	1.677	0.093511	Passable or no median	Demonstrated crossing	2.97E-07	6.25E-07	110
Informal crossing, not passable	2.3080	1.2230	1.886	0.059247	Passable or no median	Median not passable	2.97E-07	2.99E-06	905
Pedestrian related signs presence	-1.2770	0.5742	-2.224	0.026121	Not present	Present	1.07E-06	2.97E-07	-72
Pedestrian signal head presence	-1.3120	0.4433	-2.961	0.00307	Not present	Present	1.10E-06	2.97E-07	-73
Population within 500 feet	-0.0018	0.0010	-1.763	0.077839	0	786.6	4.51E-07	1.13E-07	-75
Posted speed	0.0782	0.0365	2.143	0.0321	25	45	2.27E-07	1.08E-06	378

Source: SafeTREC (February, 2015)

Notes:

- a) The minimum value of the predictor.
- b) The maximum value of the predictor.
- c) The value of y when using the minimum value of the corresponding predictor and mean values for other numerical predictors and 1 for other categorical predictors.
- d) The value of y when using the maximum value of the corresponding predictor and mean values for other numerical predictors and 1 for other categorical predictors.
- e) The percentage increase in pedestrian collision frequency when the value of the predictor is increased from the minimum value to the maximum value.

According to the estimated coefficients, the following seven variables are associated with an increase in pedestrian collision risk at crosswalks: ADT, posted speed limit, crosswalks in poor condition, marked crosswalks (white and yellow), “demonstrated informal crossing,” or locations where pedestrian crossing is restricted but evidence shows pedestrians are crossing illegally, and impassible medians.

## APPENDIX A – PEDESTRIAN RISK MODEL

- **ADT** – An increase in vehicle ADT is associated with higher pedestrian risk. When keeping all other variables the same, half crosswalks with the highest ADT can have a significantly higher collision risk for pedestrians than crosswalks with the lowest ADT.
- **Posted Speed Limit** – Compared with locations displaying lower posted speed limits, those with higher posted speed limits are associated with higher pedestrian risk. When keeping all other variables the same, marked crosswalks with a posted speed limit of 45 mph on the approach can have a pedestrian collision risk significantly higher than crosswalks with a posted speed of 25 mph. This confirms that more attention should be given when marking crosswalks on roadways with higher posted speed limits, and also that additional treatments should be considered.
- **Crosswalk in Poor Condition** – Crosswalks observed to be in poor condition can be more risky to pedestrians. Poorly maintained crosswalks may pose a significant risk factor to pedestrians. In response, it is recommended that the maintenance division within the city provide enhanced maintenance at all crosswalk locations in the city, particularly at uncontrolled locations.
- **Marked Crosswalks (White and Yellow)** – Marked Crosswalks are associated with higher pedestrian collision risk than unmarked crosswalks. This finding is consistent with the City of San Diego’s 1970 crosswalk study, the 2005 report titled “Safety Effects of Marked versus Unmarked Crosswalks at Uncontrolled Locations: Final Report and Recommended Guidelines” by Charles V. Zegeer, et. al., and other studies that have been done in the last few years. A cautious and careful warrant approach to the installation of all new marked uncontrolled crosswalks, as well as consideration of other enhancement measures, is the appropriate approach to mitigate this factor.
- **Demonstrated Informal Crossing** – Compared to approaches either without medians or with passable medians, crosswalks with demonstrated informal crossings (locations where pedestrians are restricted from crossing or are not provided legal crossing, but evidence shows signs that pedestrians are crossing) tend to pose a higher risk for pedestrians.
- **Approach Median Access Restriction (Not Passable)** – Compared to approaches either without medians or with passable medians, crosswalks associated with impassible medians (e.g., divided by a metal fence) tend to pose a higher risk for pedestrians.

The following four variables are associated with a decrease in pedestrian collision risk at crosswalks: presence of pedestrian warning signage, presence of pedestrian signal heads, population levels, and employment levels.

- **Pedestrian Warning Sign Presence** – Crosswalks with pedestrian warning signs on the associated approach tend to pose a lower risk for pedestrians than those without pedestrian warning signs.
- **Pedestrian Signal Head Presence** – Crosswalks with pedestrian signal heads experience lower pedestrian collision risk than those without.

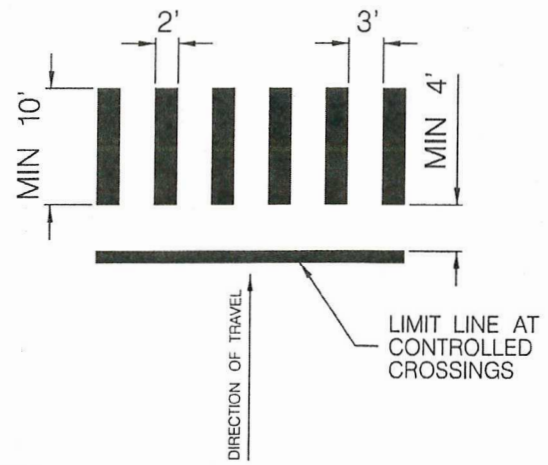
## APPENDIX A – PEDESTRIAN RISK MODEL

- **Population within 500 feet of Study Intersection** – Areas with higher population levels are associated with lower levels of pedestrian risk (pedestrian collision per pedestrian volume).
- **Employment within 500 feet of Study Intersection** – Areas with higher employment levels are associated with lower levels of pedestrian risk (pedestrian collision per pedestrian volume).

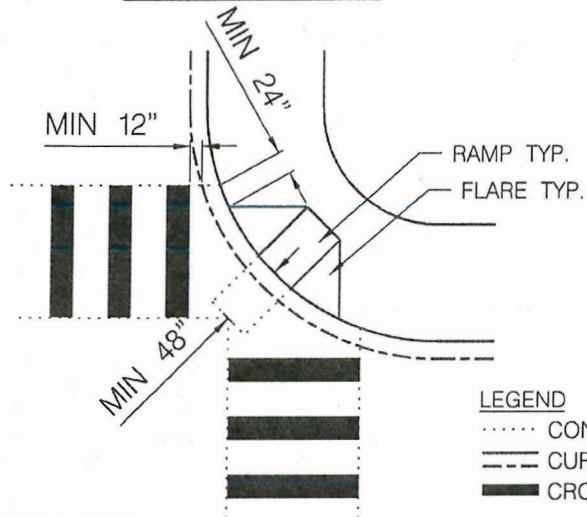
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**APPENDIX B – CONTINENTAL CROSSWALK STANDARD DETAIL**

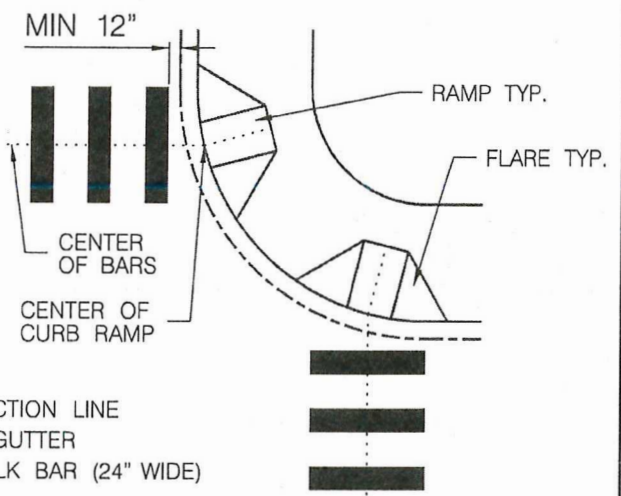
# TYPICAL CONTINENTAL CROSSWALK MARKINGS



**SINGLE RAMP CORNER**



**DUAL RAMP CORNER**



**LEGEND**

- ..... CONSTRUCTION LINE
- CURB & GUTTER
- █ CROSSWALK BAR (24" WIDE)

**GENERAL NOTES:**

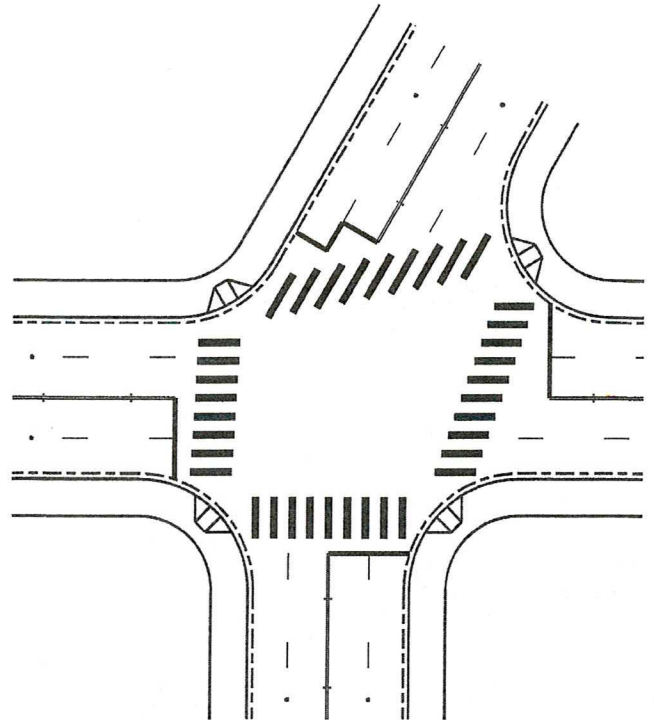
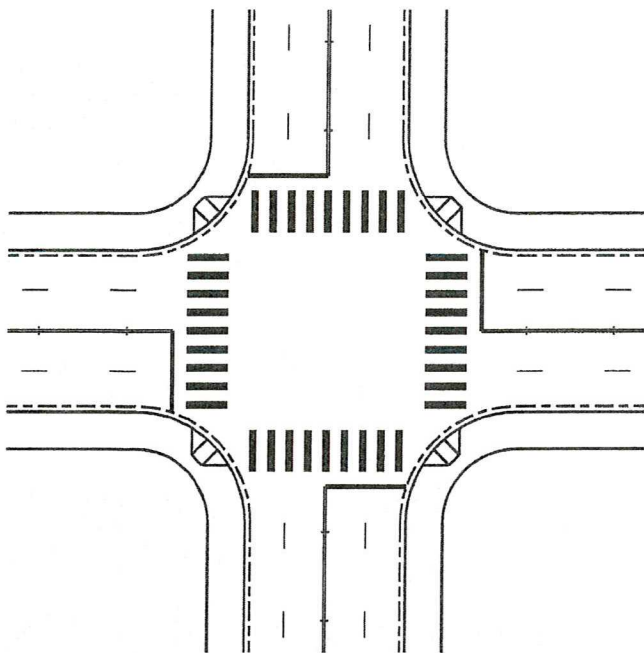
1. ALL MARKED CROSSWALKS SHALL HAVE CONTINENTAL MARKINGS UNLESS APPROVED OTHERWISE.
2. MARKED CROSSWALK LOCATIONS CONSISTING OF BRICK PAVERS OR OTHER DECORATIVE PAVING SHALL BE PROVIDED WITH A LIMIT LINE ONLY.
3. SIGNALIZED INTERSECTIONS SHALL BE PROVIDED WITH A MARKED CROSSWALK ACROSS EACH LEG WHERE PEDESTRIANS ARE PERMITTED TO CROSS.
4. CONTINENTAL CROSSWALK MARKINGS SHALL BE ALIGNED PARALLEL TO THE DIRECTION OF VEHICULAR TRAVEL.
5. LIMIT LINES SHALL BE INSTALLED A MINIMUM OF 4 FEET IN ADVANCE OF MARKED CROSSWALKS FOR THE APPROACH LANES AT ALL CONTROLLED CROSSINGS.
6. MARKED CROSSWALKS SHOULD BE A MINIMUM OF 10 FEET IN WIDTH. PLACEMENT OF CONTINENTAL CROSSWALKS SHALL COMPLY WITH ACCESSIBILITY REGULATIONS PER THE MOST RECENT VERSION OF AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS.
7. THE CROSSWALK BETWEEN A DUAL RAMP CORNER AND A SINGLE RAMP CORNER SHALL BE AT LEAST 10 FEET WIDE AND SATISFY THE MINIMUM OF 2 FEET BEYOND THE FLARE REQUIREMENT FOR THE SINGLE RAMP.
8. CONTINENTAL CROSSWALK BARS SHALL BE UNIFORM WITHIN THE SAME CROSSING. NO PARTIAL BARS SHALL BE INSTALLED.
9. A CROSSWALK BAR SHALL BE CENTERED IN THE CENTER OF THE CROSSING.
10. CROSSWALK MARKINGS SHALL BE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA-MUTCD) RETROREFLECTIVITY COMPLIANT AND SKID RESISTANT.

SHEET 1 OF 3

<small>REVISION</small>	<small>BY</small>	<small>APPROVED</small>	<small>DATE</small>	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL	JF	J. NAGELVOORT	02/15		<small>COORDINATOR</small> <small>2/5/2015</small> <small>DATE</small> <small>P.C.E. 56523</small>
				<b>CONTINENTAL CROSSWALK MARKINGS LAYOUT AND NOTES</b>	DRAWING NUMBER <b>SDM-116</b>

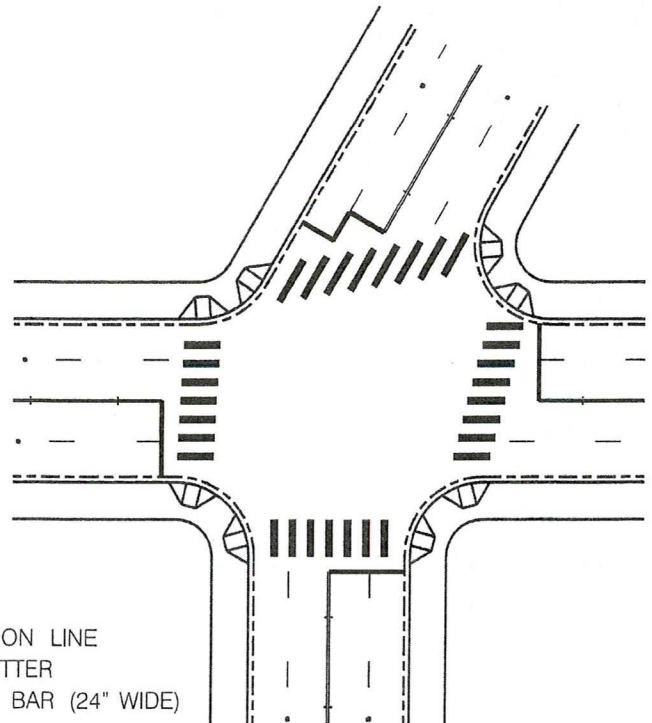
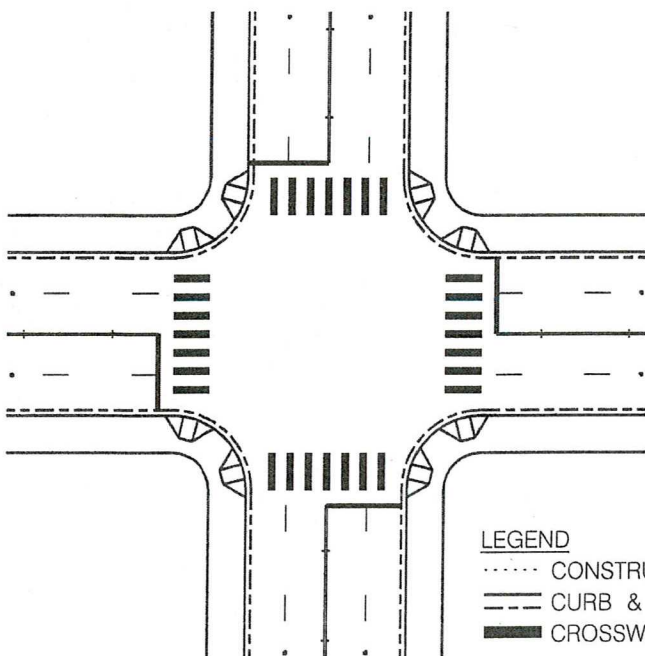
CASE 1 – SINGLE RAMP ORTHOGONAL

CASE 2 – SINGLE RAMP SKEWED



CASE 3 – DUAL RAMP ORTHOGONAL

CASE 4 – DUAL RAMP SKEWED



**LEGEND**

- ..... CONSTRUCTION LINE
- CURB & GUTTER
- █ CROSSWALK BAR (24" WIDE)

SHEET 2 OF 3

REVISION	BY	APPROVED	DATE
ORIGINAL	JF	J. NAGELVOORT	02/15

CITY OF SAN DIEGO – STANDARD DRAWING

**CONTINENTAL CROSSWALK  
MARKINGS LAYOUT AND NOTES**

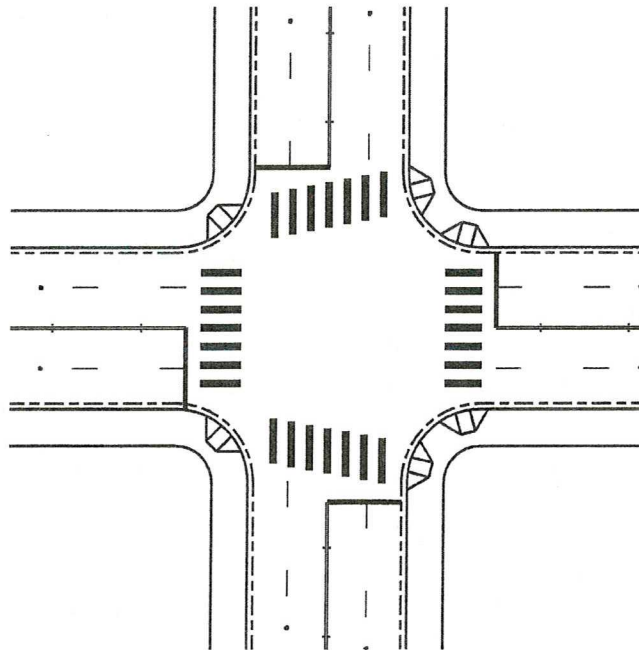
RECOMMENDED BY THE CITY OF SAN DIEGO  
STANDARDS COMMITTEE

*CR King* 2/5/2015  
COORDINATOR C.E. 56523 DATE

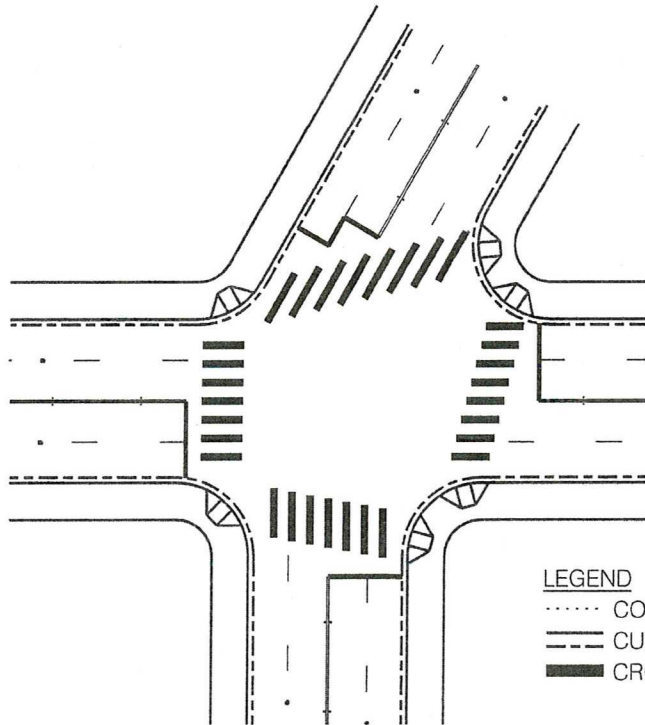
DRAWING  
NUMBER

**SDM-116**

CASE 5 - DUAL AND SINGLE RAMP ORTHOGONAL



CASE 6 - DUAL AND SINGLE RAMP SKEWED



LEGEND

- ..... CONSTRUCTION LINE
- CURB & GUTTER
- █ CROSSWALK BAR (24" WIDE)

SHEET 3 OF 3

REVISION	BY	APPROVED	DATE
ORIGINAL	JF	J. NAGELVOORT	02/15

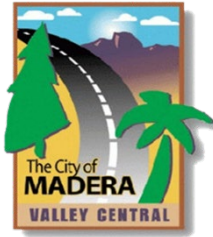
CITY OF SAN DIEGO - STANDARD DRAWING

**CONTINENTAL CROSSWALK  
MARKINGS LAYOUT AND NOTES**

RECOMMENDED BY THE CITY OF SAN DIEGO  
STANDARDS COMMITTEE

*C. Brugia* 2/5/2015  
COORDINATOR FILE: 58523 DATE

DRAWING  
NUMBER **SDM-116**



# Madera City Council Agenda 11/01/23

Agenda Item E-2  
Madera County EDC City Council Update  
(Report by Darren Rose, EDC Executive Director)

# Madera County Economic Development Commission

Council Update November 2023

Executive Director, Darren Rose



# HIGHLIGHTS

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- **MARKETING**
- **LEAD GENERATION/TRACKING**
- **PROJECTS**

# **MARKETING**

## **E- BIZ**

- Monthly Electronic Newsletter
- Over 1,200 Subscribers

## **TRADE SHOWS**

- USA Select- May 2023
- ICSC Las Vegas- May 2023 & October 2023

## **SITE SELECTORS /BROKERS VIRTUAL MEETINGS**

- 3-5 one-hour meetings quarterly



## **Unemployment**

- California Unemployment Rate: 5.1%
- Current Madera County Unemployment Rate: 7.0%
- Central Valley Unemployment Rate: 7.3%

## **Business Licenses**

- 3,202 renewals issued for business licenses this fiscal year
- 145 were new applicants

## **Commercial Space**

- Over 1 million sq. ft. retail space – Vacancy 3.7%
- Over 8 million sq. ft. industrial space – Vacancy 2.2%

## **Lead Generation / Tracking**

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### **Completed and Returned Requests for Proposals**

- **MCEDC Website- #1 Lead Generator**
- **California Central Valley EDC**
- **GO - Biz**
- **Broker Request**
- **Site Selection Companies**

# PROJECTS

- WHSE Partners
- In N Out
- Dutch Bros
- California Custom Processing
- Madera Marketplace Shopping Center
- Country Club Shopping Center
- AG Machining
- Amond World
- North Fork Mono Resort



**Thank You for Your Time**

