

The City of Hanford
CALIFORNIA



City Council Meeting Agenda

July 2, 2019
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

5:30 PM CALL TO ORDER STUDY & CLOSED SESSION:

ROLL CALL BY THE CITY CLERK:

PUBLIC COMMENT:

*Comments from the public are limited to items listed on the agenda (GC 54954.3a). A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

STUDY SESSION:

- A. County islands annexation

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. CONFERENCE WITH LEGAL COUNSEL - LABOR NEGOTIATIONS (GC 54957.6)

Agency Designated Representative: Darrel Pyle, Sarah Cardoza, Paula Lofgren, and Mario Zamora
Employee Organizations: Hanford Firefighters Local 3898, IAFF; Hanford General Employees Management Association (GEMA); Hanford Police Officers Association (HPOA); and Service Employees International Union, Local 521 (SEIU)

- B. CONFERENCE WITH LEGAL COUNSEL - REAL PROPERTY NEGOTIATIONS (GC 54956.8)

Property: Bastille and Hanford Courthouse
Agency Negotiators: Darrel Pyle, Darlene Mata, and Ty Mizote
Negotiating Party: Noor Memon

- C. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (GC 54956.9(d)(1))

Tafoya v. City of Hanford
Kings County Case No. 18C0379

Valdez v. City of Hanford
Eastern District Case No. 1:17-cv-00430

Sara Perez v. City of Hanford
Kings County Case No. 17C0335

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

FLAG SALUTE:

CLOSED SESSION ACTION REPORT:

RECOGNITIONS/PROCLAMATIONS:

- A. Recognition of City Manager Darrel Pyle

STAFF COMMUNICATIONS:

PUBLIC COMMENT:

*This is the time for citizens to comment on subject matters not on the agenda and that are within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed. A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

COUNCIL RESPONSE TO PUBLIC COMMENT:

CONSENT CALENDAR:

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

- A. City Clerk: Approve minutes from the City Council meeting held on May 7, 2019.
- B. City Clerk: Approve minutes from the City Council meeting held on May 21, 2019.
- C. City Clerk: Approve minutes from the City Council special meeting held on June 13, 2019.
- D. Utilities and Engineering: Continuance of Emergency Resolution for Treatment Project on Well No. 50.
- E. Public Works: Award a contract to California Boiler Company of Visalia, CA, in the amount of \$113,273.50 for the Civic Auditorium Boiler Replacement Project.

F. Finance: Warrant Register

PUBLIC HEARINGS:

- A. Community Development: Adoption of Resolution 19-21-R approving changes to the fee schedule for Planning, Building, Code Enforcement, Cannabis, and Public Works User Fees.

GENERAL BUSINESS:

- A. Community Development: Declaration of the property located at 218 N Douty (APN 012-053-005), currently Rabobank, as surplus City property.
- B. Administration: Adopt Resolution 19-15-R, authorizing the City's entry into an exercise of Joint Powers Agreement regarding the California Choice Energy Authority (CCEA) and taking further actions related thereto.

COUNCIL REPORTS/COMMENTS:

COUNCIL FUTURE AGENDA ITEMS:

- A. Tachi Tribal Council

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available to public inspection in the City Clerk's Office located at 319 N. Douty Street, Hanford, California 93230, during normal business hours. Such agendas are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post the agenda before the meeting.

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's office, 559-585-2515, 319 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}



**AGENDA
STAFF REPORT**

MEETING DATE: 7/2/2019	AGENDA SECTION: A
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SUBJECT:

City Clerk: Approve minutes from the City Council meeting held on May 7, 2019.

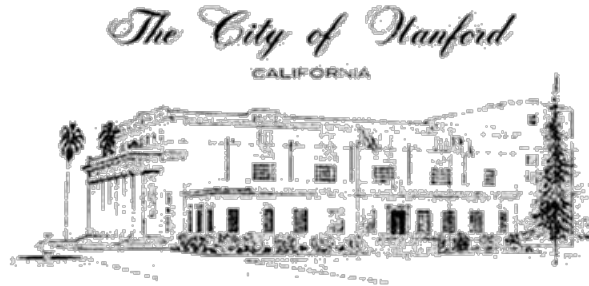
RECOMMENDATION:

Approve minutes from the City Council Meeting held on May 7, 2019.

FISCAL IMPACT:

ATTACHMENTS:

5.7.19 minutes



CITY COUNCIL MEETING MINUTES

**May 7, 2019 7:00 PM
Council Chambers
400 N. Douty St.**

5:30 PM CALL TO ORDER SPECIAL SESSION:

Mayor Sorensen called the Study and Closed Session to order at 5:30 p.m.

ROLL CALL BY THE CITY CLERK:

Present: Sue Sorensen, John Draxler, Martin Devine, Francisco Ramirez, and Art Brieno

PUBLIC COMMENT:

Comments from the public are limited to items listed on the agenda (GC 54954.3a). A maximum of three minutes is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.

Colleen Estrada, resident of Hanford and employee of the City of Hanford - She stated she is the sole employee affected by the decertification of the Lab. She said closing the lab would be a mistake and feels she is being personally targeted by management.

Courtney Hawkins, SEIU Representative - Spoke on behalf of Ms. Estrada.

STUDY SESSION:

A. Utilities & Engineering Reorganization

Utilities & Engineering Director, John Doyel provided background information on the current organizational structure of the department. Ms. Lisa Dock requested to demote to Senior Engineer from the Engineering Manager position. The proposed reorganization of the Utilities & Engineering Department would create a new position, City Engineer which would be responsible for all the development related services. A salary survey for such a position was conducted and compared the Engineering Manager's salary to other local government agencies. In comparison with the other entities, Hanford's Engineering Manager position has the lowest compensation. Dir. Doyel recommends that a City Engineer position should start at the mean of the salary survey results which is \$8,619.08; further recommendation is to Y-rate the position until the market catches up. Y-rating would give the City a more competitive advantage to attracting and recruiting potential candidates.

Council Member Brieno asked what Ms. Dock would be doing as a Senior Engineer. Dir. Doyel answered that she would do design projects, prepare projects to go out to bid, and more of her regular duties that she does now except for managing others. Council Member Ramirez stated he was not supportive of the proposed reorganization because he feels that there would be a duplication of

services to have a City Engineer and a Senior Engineer. Mayor Sorensen requested Dir. Doyel to do a total compensation comparison for the City Engineer position.

B. WWTP Decertification

Dir. Doyel gave background information on the decertification of the Waste Water Treatment Plant, (WWTP). He evaluated the operations of the WWTP and had a discussion with the WWTP Superintendent about the lab. The WWTP lab was certified by the Environmental Laboratory Accreditation Program (ELAP). There is one Regulatory Compliance Analyst and two budgeted Lab Technicians I/II positions. The lab currently runs eight (8) analyses and has an outside testing laboratory conduct the other approximately thirty (30) analyses; this is due to the difficulty of tests, equipment limitations, or other quality assurance/quality control requirements.

The new requirements for ELAP certification have become more rigorous and given the size of the City's lab the new standards would require a significant amount of additional labor for no real additional benefit or output. The concern is that the lab certification will become more onerous and more expensive to run. The current annual cost to run the lab is approximately \$201,441.37. The cost of contracting out for lab services is estimated to be \$93,317.00; a total cost savings of \$108,124.37.

If the Council decides to move in this direction, the Lab Technician I position would be eliminated. It is proposed to create a new position for WWTP that would be responsible for the administrative duties of the office. Dir. Doyel proposes to create this position now and recruit for it so the current Lab Technician can apply before the proposed changes are implemented.

Mayor Sorensen said that she felt it is important to operate as efficiently as possible. Council Members Brieno and Ramirez agreed. Council Member Devine noted that it would be fiscally responsible to go with the Staff's proposal and decertify the lab and Vice Mayor Draxler agreed. The Council reached consensus to decertify the WWTP lab and allow the proposed staffing changes.

Mayor Sorensen adjourned to Closed Session at 6:29 p.m.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

A. CONFERENCE WITH LABOR NEGOTIATORS - GC 54957.6

Agency Designated Representative: Darrel Pyle, Sarah Cardoza, Paula Lofgren, and Mario Zamora
Employee Organizations: Hanford Firefighters Local 3898, IAFF; Hanford General Employees Management Association (GEMA); Hanford Police Officers Association (HPOA); and Service Employees International Union, Local 521 (SEIU).

B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - GC 54956.9(d)(1)

Avalos v. City of Hanford
Kings County Case No. 19C0096

Helena v. City of Hanford
Kings County Case No. 17C0102

Tafoya v. City of Hanford
Kings County Case No. 18C0379

State of CA v. City of Hanford
Kings County Case No.: 18C0218

C. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - GC 94956.9(d)(4)

One potential case.

7:00 PM CALL TO ORDER REGULAR SESSION:

Mayor Sorensen called the Regular Session to order at 7:03 p.m.

ROLL CALL:

Attendee Name	Title	Status	Arrived
John Draxler	Vice Mayor	Present	5:07 PM
Martin Devine	Council Member	Present	5:26 PM
Sue Sorensen	Vice Mayor	Present	5:29 PM
Art Brieno	Council Member	Present	5:31 PM
Francisco Ramirez	Council Member	Present	5:09 PM

INVOCATION:

FLAG SALUTE:

RECOGNITIONS/PROCLAMATIONS:

A. Proclamation for Lupus Awareness Month

Mayor Sorensen presented members of the Central Valley Lupus Support Group with a Proclamation for Lupus Awareness Month.

CLOSED SESSION ACTION REPORT:

City Attorney Ty Mizote reported the Council discussed labor negotiations and no action was taken. There was insufficient time to cover existing and potential litigation so the Council will reconvene to Closed Session after the Regular Session.

Mr. Mizote noted that Attorney Ray Carlson will step in for tonight's meeting as the Council will discuss a proposed ordinance for cannabis and zoning and as a downtown property owner, Mr. Mizote may have a conflict of interest.

STAFF COMMUNICATIONS:

Police Captain Karl Anderson - The PD is dealing with vagrancy issues around the City as well as homeless encampments.

Utilities & Engineering Director, John Doyel - They were able to get the pump out of Well 45. Well 44 has developed another tear in the casing so they have to do additional drilling.

Parks & Recreation Director, Craig Miller - He shared that registration is open for swim lessons at the Plunge. Movies at the Park will begin on June 8th.

Interim Fire Chief Erik Brotemarkle - For the first time the Fire Dept. will have 10 personnel on shift because of the SAFER grant. Two new firefighters will start on May 20th.

A. Status Report for Capital Improvement Projects in Construction

Attachment: 5.7.19 minutes (Clerk: Approve Minutes 5/7/19)

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters not on the agenda within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed.

*A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

Brian Todd, CEO of Building Industry Association of Tulare/Kings - Introduced himself and left business cards for the Council Members.

James Purser, Living Word - He stated that he knows car washing fundraisers are banned in the City, but would like the Council to consider allowing his organization to hold one.

COUNCIL RESPONSE TO PUBLIC COMMENT:

Mayor Sorensen asked Community Development Director, Darlene Mata about car wash fundraising. Dir. Mata answered there is an ordinance that doesn't allow car washes because of water conservation rules set forth by the State. Council Member Ramirez asked if the Council would be able to supersede the State regulations and allow a car wash. Dir. Doyel replied that it is within the Council's purview to change the municipal code. Council Member Ramirez asked if the Living Word group could be given a Conditional Use permit. Dir. Doyel state that Conditional Use permits are for zoning. Mayor Sorensen said it could be a future agenda item and they could bring it back for discussion on changing the ordinance.

CONSENT CALENDAR:

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

Council Member Brieno requested to pull Item G from Consent.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Francisco Ramirez, Council Member
SECONDER:	Martin Devine, Council Member
AYES:	Draxler, Devine, Sorensen, Brieno, Ramirez

- A. City Clerk: Deny Claim for Damages and Direct the City Clerk to Send Notification to Laura Camero.
- B. City Clerk: Deny Claim for Damages and direct the City Clerk to send notification to Sal Alcaraz.
- C. City Clerk: Deny Claim for Damages and direct the City Clerk to send notification to Darla Dunback.
- D. City Clerk: Approve minutes from the City Council meeting held on March 5, 2019.
- E. City Clerk: Approve minutes from the City Council meeting held on March 19, 2019.

Attachment: 5.7.19 minutes (Clerk: Approve Minutes 5/7/19)

- F. City Clerk: Approve minutes from the City Council special meeting held on March 25, 2019.
- G. Utilities and Engineering: Continuance of Emergency Resolution for Treatment Project on Well No. 50.
- H. Utilities and Engineering: Approve the Notice of Completion for Tract No. 918 Bella Vista Subdivision Unit 1 and authorize the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office. (Centennial Drive & Devon Street)
- I. Utilities and Engineering: Authorize staff to advertise the Hanford Armona Road Sanitary Sewer Extension from Foggy Bottom Road to Hanford Municipal Airport Project.
- J. Utilities and Engineering: Approve the Notice of Completion for the Hidden Valley Park Pedestrian Pathway Construction Project, and authorize the Mayor to execute and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.
- K. Public Works: Accept Avigation and Clearance Easement from Victoriano and Gloria Michel in conformance with the City's Airport Layout Plan (ALP). (10th Avenue and Grangeville Boulevard)
- L. Finance: Warrant Register

ITEMS PULLED FROM CONSENT:

- 1. FIRE: Approve out-of-state travel to Appleton, Wisconsin for three City employees to attend the final-inspection of the Pierce ladder truck on dates to be determined in June, 2019.

(Item G)

Interim Chief Brotemarkle provided background information on the process of purchasing the ladder truck from Pierce Manufacturing. The group consisting of three personnel would go to Appleton, Wisconsin for the final inspection of the truck.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Francisco Ramirez, Council Member
SECONDER:	Art Brieno, Council Member
AYES:	Draxler, Devine, Sorensen, Brieno, Ramirez

PUBLIC HEARINGS:

- A. Community Development: Ordinance 19-05, an interim zoning/urgency ordinance of the City Council of the City of Hanford, restricting the commercial cultivation and manufacturing of industrial hemp (CBD) products in all zones.

Dir. Mata provided information on the Urgency Ordinance to restrict the commercial cultivation and manufacturing of industrial hemp (CBD) products in all zones. The urgency ordinance would last for 45 days to allow Staff time to do additional research on cultivation and manufacturing of hemp within City limits and establish parameters of such endeavors. At the end of the allotted 45 days, the urgency ordinance could be extended to 180 days.

Mayor Sorensen opened the hearing for Public Comment.

Public Comment from those IN FAVOR:

No comments.

Public Comment from those OPPOSED:

No comments.

Council Member Ramirez made a motion to approve the urgency ordinance; seconded by Council Member Devine. Motion passed 5-0.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Francisco Ramirez, Council Member
SECONDER:	Martin Devine, Council Member
AYES:	Draxler, Devine, Sorensen, Brieno, Ramirez

- B. Community Development: Introduce and waive the first reading of Ordinance 19-06, approving Municipal Code Amendment 2019-02, a request to amend Title 17, Section 17.08.030 of the Hanford Municipal Code by adding to the line D8 “dispensaries (non-storefront retail)” as a conditional use in the IH zone, amending line I23 to allow storefront retail dispensaries as a conditional use in the MX-D zone and amend Section 17.69 to allow medical and adult use commercial operations and to allow dispensaries.

Mayor Sorensen recused herself from the discussion as she may hold a potential conflict of interest because she owns property downtown.

Dir. Mata explained the proposed ordinance amends the zoning ordinance to remove the limitation of medical use only. It also amends Chapter 17.08 to allow microbusinesses and non-storefront dispensaries as a conditional use in the IH zone and to add storefront dispensaries as a conditional use in the MX-D zone. The ordinance also addresses distance regulations from areas of daycares, schools, dance studios, etc. The distance parameter of 600 feet from such businesses was based on the State's regulations. Due to these regulations it is hard pressed to find a suitable location in the downtown area. However, the State does provide local agencies latitude if they wanted to approve a shorter distance parameter. Council Member Ramirez said he would recommend changing the distance to 300 feet. Council Member Devine said he'd support Ramirez's recommendation given the security features of a dispensary. Vice Mayor Draxler stated that he was comfortable with the State regulation of 600 feet because it would then push any potential dispensary to the outer edges of downtown where there would be more available parking. Council Member Brieno said that he is opposed to allowing adult use of cannabis.

Vice Mayor Draxler opened the Public Hearing for Public Comment.

Public Comment from those IN FAVOR:

Larry Thacker, San Jose - Chief Compliance Officer with Caliva. He said he looks forward to bringing a Caliva storefront to the downtown area.

Tony Cotta, Valley Pure in Woodlake - He told the Council that 6 months after Valley Pure opened a childcare recreation facility opened 50 feet away from the business. He said that since his business was there first, they were still in compliance with the State regulations. He provided a brief description of what his storefront looks like.

Public Comment for those OPPOSED:

Bob Ramos, Hanford - He voiced his opposition for recreational marijuana.

Vice Mayor Draxler closed the Public Comment portion of the Public Hearing. The Council didn't reach an agreement on the distance issue; Dir. Mata said that they can discuss that issue at another time.

Council Member Ramirez made a motion to waive the first reading of the ordinance; seconded by Council Member Devine. Motion approved 3-1-1.

RESULT:	APPROVED [3 TO 1]
MOVER:	Francisco Ramirez, Council Member
SECONDER:	Martin Devine, Council Member
AYES:	Draxler, Devine, Ramirez
NAYS:	Brieno
ABSTAIN:	Sorensen

C. Approve City's 2019-2023 Community Development Block Grant Consolidated Plan, the first year's Annual Action Plan, Amendments to the Citizen Participation Plan and Analysis of Impediments to Fair Housing Choice.

Mayor Sorensen returned to her seat on the dais.

Sandra Lerma Martinez, Community Development Administrative Analyst, addressed the Council about the Community Development Block Grant (CDBG) Consolidated Plan. The City's CDBG allocation is \$651,462.00 for the first year. The Staff recommended \$52,000.00 on homelessness and will come from the Public Service budget; \$10,000.00 for the Kings Tulare Continuum of Care to also address homelessness and completes some parts of the Consolidated Plan; \$7,000.00 for fair housing services as a requirement for the Housing and Urban Development (HUD) department; \$15,000.00 for utility assistance; \$120,000.00 for housing rehabilitation for emergency repairs; \$30,000.00 for improvements to the Longfield Center; \$156,500.00 for playground improvements at Coe Park; \$125,058.00 for pedestrian and lighting improvements for the area between Harris St. & 10th Ave and Lacey Blvd. & Florinda; and \$135,904.00 for administration.

Council Member Brieno asked how many people would be paid from the administration budget. Ms. Lerma Martinez answered that it is for two people; including herself. Dir. Mata interjected that budgeted amount doesn't cover the total compensation for those two employees and rest is covered through the General Fund. The Council expressed appreciation for Ms. Lerma Martinez's efforts in preparing the CDBG plan.

Mayor Sorensen opened the Public Hearing for Public Comment.

Public Comment for those IN FAVOR:

No comments.

Public Comments for those OPPOSED:

Bob Ramos, Hanford - He felt the City failed us [citizens] by not having the projector up.*

Vice Mayor Draxler made a motion to approve the CDBG Plan as presented; seconded by Council Member Ramirez. Motion passed 5-0.

(*The projector in the Council Chamber malfunctioned earlier in the meeting. It was found to have surpassed its useful life.)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Draxler, Vice Mayor
SECONDER:	Francisco Ramirez, Council Member
AYES:	Draxler, Devine, Sorensen, Brieno, Ramirez

GENERAL BUSINESS:

- A. Police Department: Approve the use of the Edward Byrne Memorial Justice Assistance Grant (JAG) for FY 2018 and approve the Interlocal agreement between the City of Hanford and County of Kings.

Capt. Karl Anderson explained the Edward Byrne Memorial Justice Grant (JAG) was awarded to the Hanford Police Department in the amount of \$23,032.11 for needed equipment.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Francisco Ramirez, Council Member
AYES:	Draxler, Devine, Sorensen, Brieno, Ramirez

COUNCIL REPORTS/COMMENTS:

Vice Mayor Draxler - He attended the last Planning Commission meeting where they discussed cannabis.

Mayor Sorensen - She attended the National Day of Prayer lunch. She expressed appreciation for Michelle Brown's efforts with Main Street Hanford.

Council Member Brieno - He stated that his friend's bike was stolen from Wal Mart and it is assumed that a homeless person took it. He thinks District E has gotten more than its share of homelessness.

Council Member Ramirez - He described the clean-up efforts by the Junior Amvets organization to clean up graffiti.

Council Member Devine - He attended the contract negotiation meeting between the Chamber of Commerce and the City. He also attended the Aldi grand opening.

COUNCIL FUTURE AGENDA ITEMS:

Council Member Ramirez - He requested a Special Meeting or Study Session to discuss contracting a grant writer for Prop 68. Dir. Mata said that the City would first need to identify a location for a future park before contracting a grant writer. Council Member Ramirez said he would rather get started because of the deadline. Mayor Sorensen said that because we don't have a shovel-ready project, the City would probably not meet the first phase deadline of the grant. Council Member Brieno said that a consultant would have more background knowledge. Council Member Ramirez asked to hold a Special Meeting within the next week or two.

Council Member Devine - In meeting with the Chamber of Commerce the costs and difficulties of running Freddy the Fire Truck and the carousel came up. They want to know if the City is interested in taking back responsibility for Freddy and the Carousel. Council Member Devine would like to bring this discussion back in a Study Session. Dir. Doyel clarified that Freddy and the Carousel used to be under the purview of the Visitor's Agency and the City assisted with maintenance.

Mayor Sorensen - She would like to add a Study Session item on the Kings Tulare Homeless Alliance Association.

Mayor Sorensen adjourned the Council to Closed Session at 8:52 p.m.

ADJOURNMENT:

The Council returned from Closed Session and no action was taken.

Mayor Sorensen adjourned the meeting at 10:05 p.m.

Respectfully submitted,

Sarah Martinez
City Clerk

Attachment: 5.7.19 minutes (Clerk: Approve Minutes 5/7/19)



**AGENDA
STAFF REPORT**

MEETING DATE: 7/2/2019	AGENDA SECTION: B
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SUBJECT:

City Clerk: Approve minutes from the City Council meeting held on May 21, 2019.

RECOMMENDATION:

Approve minutes from the City Council Meeting held on May 21, 2019.

FISCAL IMPACT:

ATTACHMENTS:

5.21.19 minutes



**CITY COUNCIL MEETING
MINUTES**

**May 21, 2019 7:00 PM
Council Chambers
400 N. Douty St.**

5:30 CALL TO ORDER STUDY & CLOSED SESSION:

Mayor Sorensen called the Study and Closed Session to order at 5:30 p.m.

ROLL CALL BY THE CITY CLERK:

Present: Sue Sorensen, John Draxler, Martin Devine, Francisco Ramirez, and Art Brieno

PUBLIC COMMENT:

Comments from the public are limited to items listed on the agenda (GC 54954.3a). A maximum of three minutes is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.

No comments.

STUDY SESSION:

A. Discussion and Direction regarding Municipal Code land use issues

City Attorney Bob Dowd led a discussion with the Council about the Hanford Municipal Code (HMC) and what it takes to make changes to it. Council Member Ramirez felt that it would be helpful for prospective businesses to be provided with an informational brochure with a step by step guide on starting a business in Hanford in compliance with the HMC. City Manager Darrel Pyle said that in a conversation with the Hanford Chamber of Commerce, they stated that an educational campaign might be a possibility to help businesses be prepared for when and how different ordinances will affect them.

Mayor Sorensen said she would be in support of having the Chamber of Commerce provide this type of information to new businesses. Council Member Ramirez said that in an effort to not duplicate services, the Kings EDC provides this information as well.

Mayor Sorensen adjourned to Closed Session at 6:26 p.m.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

A. CONFERENCE WITH LEGAL COUNSEL - LABOR NEGOTIATIONS (GC 54957.6)

Agency Designated Representative: Darrel Pyle, Sarah Cardoza, Paula Lofgren, and Mario Zamora

Attachment: 5.21.19 minutes (Clerk: Approve Minutes 5/21/19)

Employee Organizations: Hanford Firefighters Local 3898, IAFF; Hanford General Employees Management Association (GEMA); Hanford Police Officers Association (HPOA); and Service Employees International Union, Local 521 (SEIU)

B. CONFERENCE WITH LEGAL COUNSEL - REAL PROPERTY NEGOTIATIONS (GC 54956.8)

Property: 122 E. Eighth Street and 128 E. Eighth Street (APN 010-276-006, 010-276-008)
 Agency Negotiators: Darrel Pyle, Darlene Mata, and Ty Mizote
 Negotiating Party: William and Maryann Grimm

C. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (GC 54956.9(d)(1))

Valdez v. City of Hanford
 Eastern District Case No. 1:17-cv-00430

Sara Perez v. City of Hanford
 Kings County Case No.: 17C0335

Medina v. City of Hanford
 Kings County Case No. 18C0358

State of CA v. City of Hanford
 Kings County Case No.: 18C0218

D. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION (GC 54956.9(d)(2))

1 potential case.

CALL TO ORDER REGULAR SESSION:

Mayor Sorensen called the Regular Session to order at 7:01 p.m.

ROLL CALL:

Attendee Name	Title	Status	Arrived
John Draxler	Vice Mayor	Present	5:30 PM
Martin Devine	Council Member	Present	5:30 PM
Sue Sorensen	Mayor	Present	5:30 PM
Art Brieno	Council Member	Present	5:30 PM
Francisco Ramirez	Council Member	Present	5:30 PM

INVOCATION:

Invocation led by Police Chief Parker Sever.

FLAG SALUTE:

CLOSED SESSION ACTION REPORT:

No actions taken.

RECOGNITIONS/PROCLAMATIONS:

STAFF COMMUNICATIONS:

Public Works Director Lou Camara - He updated the Council of the Spring Clean Up program; there were 1,591 transactions of people who used the vouchers for the dump.

Utilities & Engineering Director, John Doyel - Well 44 and 45 are still being worked on. Well 45 is close to completion. There will be a BBQ at Public Works to celebrate Public Works Appreciation Week.

Interim Fire Chief Eric Brotemarkle - He provided a map of the three fire stations and their response areas.

Parks & Recreation Director, Craig Miller - He informed the Council there will be a Senior Health Fair at the Civic tomorrow.

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters not on the agenda within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed.

*A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

Bobbi Wardsen, Kings Commission on Aging - She described the services that her program provides. She's needs approximately \$68,000 for the KCA programs and requested \$10,000 from the City of Hanford.

Dustin Costa, Hanford - He is a firefighter and president of the IAFF union. He said there is no plan to increase staffing.

Jacob Sanchez, Hanford - He voiced his concern for the Hanford Fire Department staffing levels.

Bob Ramos, Hanford - Requests to remove Item E from the Consent Calendar. He asked for clarification on when/how an elected will recuse him/herself from the dais. He also spoke against the cannabis issue.

Noor Memon, Hanford - He wrote a letter to the Council regarding the Bastille. He said he wants to speak with the City Manager about buying the Bastille.

Rand Martin, Caliva - Thanked the Council and the City of Hanford for their willingness to discuss the cannabis issues. Caliva is sponsoring the Thursday Night Market Place this week.

Larry Piechoto, Hanford - Appreciates the Police for helping with the homeless issues at China Alley. On the zoning, he urged the Council to think about the whole picture.

COUNCIL RESPONSE TO PUBLIC COMMENT:

Mayor Sorensen and Vice Mayor Draxler addressed Ms. Wardsen's public comments. Ms. Wardsen explained that her program receives some funding from the County and will match up to a certain amount of donations. Mayor Sorensen asked Mr. Pyle if the City was able to provide in-kind sponsorship by allowing the use of City facilities, to which Mr. Pyle said that it was a possibility. Ms. Wardsen provided the Council with more information on her program.

Mayor Sorensen responded to Mr. Ramos's question about recusal. After attending a training with the League of California Cities, she learned that a council member is not required to leave the room after a recusal. City Attorney Mizote said the critical requirement is that the council member not participate in the conversation.

The Mayor also responded to statements made regarding the Fire Department.

CONSENT CALENDAR:

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

A member of the public requested to pull Item E. Council Member Brieno requested to pull Item F.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Martin Devine, Council Member
AYES:	Draxler, Devine, Sorensen, Brieno, Ramirez

- A. City Clerk: Approve minutes from the City Council meeting held on April 2, 2019.
- B. Utilities and Engineering: Continuance of Emergency Resolution for Treatment Project on Well No. 50.
- C. Police: Air Pollution Control District Grant signing authority.
- D. Fire: Authorization for the Mayor to sign the letter of commitment to participate in the update of the 2015 Multi-Jurisdiction Local Hazard & Mitigation Plan.

ITEMS PULLED FROM CONSENT:

1. Reject all bids and re-advertise for bids for the FY 17/18 CDBG Pedestrian and Safety Lighting Improvements Project

(Item E)

Dir. Camara explained the project was budgeted for \$210,000.00. When the project was put out to bid, only two bids were received; the lowest was \$275,000.00. Staff evaluated the bid and decided it would be best to reject all bids and re-advertise for the project after the new fiscal year.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Francisco Ramirez, Council Member
AYES:	Draxler, Devine, Sorensen, Brieno, Ramirez

2. Finance: Warrant Register

(Item F)

Council Member Brieno inquired about patrol cars that were purchased for the Police Department. Chief Sever addressed his question.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Francisco Ramirez, Council Member
AYES:	Draxler, Devine, Sorensen, Brieno, Ramirez

PUBLIC HEARINGS:

GENERAL BUSINESS:

- A. Utilities and Engineering: Award a contract to Pavement Coatings Co. Inc., of Sacramento, CA in the amount of \$1,605,750.00; establish a construction contingency of \$100,000 for this project; and approve an additional appropriation of \$101,750 from the Gas Tax Reserves.

Dir. Doyel provided an overview of the project to the Council and answered their questions about the initial estimate of the project and the received bids.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Draxler, Vice Mayor
SECONDER:	Martin Devine, Council Member
AYES:	Draxler, Devine, Sorensen, Brieno, Ramirez

- B. City Clerk: Approve Resolution 19-11-R, in support of Balanced Energy Solutions.

City Manager Darrel Pyle introduced Mr. Coby Wells, a representative from Southern California Gas Company. Mr. Wells explained that SoCal Gas is coming together with different cities and counties on this resolution to show the CPUC that all forms of energy should be available to address the green house gas issue including electricity, natural gas, renewable natural gas, hydrogen, solar, and wind.

Mayor Sorensen said she would be comfortable supporting this resolution.

Motion to approve.

Attachment: 5.21.19 minutes (Clerk: Approve Minutes 5/21/19)

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Martin Devine, Council Member
SECONDER: Francisco Ramirez, Council Member
AYES: Draxler, Devine, Sorensen, Brieno, Ramirez

- C. Community Development: Waive the second reading of Ordinance 19-06, approving Municipal Code Amendment 2019-02, a request to amend Title 17, Section 17.08.030 of the Hanford Municipal Code by adding to the line D8 “dispensaries (non-storefront retail)” as a conditional use in the IH zone, amending line I23 to allow storefront retail dispensaries as a conditional use in the MX-D zone and amend Section 17.69 to allow medical and adult use commercial operations and to allow dispensaries.

Mayor Sorensen recused herself from the dais due to a potential conflict of interest due to her ownership of a building in the downtown area.

Dir. Mata provided the Council with the final draft of the ordinance. Vice Mayor Draxler asked her if the City has received a lot of calls from interested parties; Dir. Mata replied in the affirmative.

Motion to approve.

RESULT: **APPROVED [3 TO 1]**
MOVER: Martin Devine, Council Member
SECONDER: Francisco Ramirez, Council Member
AYES: Draxler, Devine, Ramirez
NAYS: Brieno
ABSTAIN: Sorensen

- D. Police: Out of state travel to attend National Association of School Resource Officers

Chief Sever explained that Officer Nancy Gallegos was nominated for a National School Resource Officer of the Year award and won. Chief Sever said that Officer Gallegos does an outstanding job and is valued at Sierra Pacific High School. The out-of-state travel request is to send Sergeant Huddleston and Officer Gallegos to the SRO conference to accept her award.

Mayor Sorensen asked if Chief Sever would please bring Officer Gallegos to be recognized at a future Council meeting. Chief Sever said he would.

Motion to approve.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Martin Devine, Council Member
SECONDER: Francisco Ramirez, Council Member
AYES: Draxler, Devine, Sorensen, Brieno, Ramirez

- E. Administration: Council to provide direction on joining the Tulare Kings Hispanic Chamber of Commerce.

City Manager Pyle said that at a previous meeting there was a consensus to look into joining the Tulare Kings Hispanic Chamber of Commerce. Council Member Brieno and Council Member Ramirez both voiced their support for joining. Council Member Devine said that he thinks it's a good move for the City.

Motion to approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Art Brieno, Council Member
SECONDER:	Francisco Ramirez, Council Member
AYES:	Draxler, Devine, Sorensen, Brieno, Ramirez

COUNCIL REPORTS/COMMENTS:

A. Council Comments

Council Member Brieno - He said that he wants to see what can be done to make businesses accountable for their shopping carts left by the homeless people. Council Member Ramirez said he liked Aldi's model of shopping carts and asked if there's a way to make that a law. City Manager Pyle said that perhaps the approach should be to charge the store for returning abandoned carts. Council Member Devine said he understood that stores likely don't want their carts returned because of a sanitation issue, and suggested charging a fee for disposal. City Manager Pyle said that this topic could be brought back as a future agenda item since it sounded like there was consensus to do so.

Council Member Ramirez - He said he was took Blue Star Moms in a City vehicle to Sacramento for an event with Rudy Salas's office. He said he would like to see a couple Council Members attend the International Convention of Shopping Centers next year. He said he would like to recognize two teachers for their leadership programs.

Council Member Devine - He attended conference on San Joaquin Valley Policy.

Vice Mayor Draxler - He attended the Planning Commission meeting recently and summed it up as basically Main Street vs. Open Retail. He said there were a lot of different views on the pros and cons and what is needed in Kings County.

Council Member Brieno - He continued his comments and said he attended a Parks & Recreation Commission Meeting and the commissioners are concerned about people driving onto the parkland. He asked if signs could be placed out there; Chief Sever said that there are signs posted. Council Member Brieno asked if more signs could be posted.

Mayor Sorensen - She asked about the watering schedule and what the State requirements are for cities. Dir. Doyel answered her question.

COUNCIL FUTURE AGENDA ITEMS:

A. Council Agenda Items

Council Member Ramirez - Asked about adding a hashtag to the HANFORD sign on Lacey Blvd. He also said he will be in Washington D.C. on September 13th-14th and asked for consensus from the Council to stay two more days to talk with constituents. Mayor Sorensen said that this topic can be discussed at the budget meeting the next day.

City Manager Darrel Pyle had a note to discuss a piece of property that was once supposed to be a park in a subdivision and managed by a homeowners' association. That property has since been purchased by Self Help. It was discussed by some homeowners to have the City meet with Self Help to possibly purchase the land to make a park and establish a landscape assessment district. Self Help is preparing to build three houses on the property. City Manager Pyle asked if it would be the Council's consensus to bring back that item, then Staff will hold a study session. Council Member Brieno stated that he just rents the house across the street from the property and doesn't own it; because of that, he said he doesn't have a conflict of interest on the topic. The Council agreed to bring this item back for a study session.

ADJOURNMENT:

Mayor Sorensen adjourned the meeting at 8:30 p.m.

Respectfully submitted,

Sarah Martinez
City Clerk

Attachment: 5.21.19 minutes (Clerk: Approve Minutes 5/21/19)



**AGENDA
STAFF REPORT**

MEETING DATE: 7/2/2019	AGENDA SECTION: C
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SUBJECT:

City Clerk: Approve minutes from the City Council special meeting held on June 13, 2019.

RECOMMENDATION:

Approve minutes from the City Council Special Meeting held on June 13, 2019.

FISCAL IMPACT:

ATTACHMENTS:

6.13.19 special meeting



**CITY COUNCIL MEETING
MINUTES
June 13, 2019 9:00 AM
Training Room
319 N. Douty**

CALL TO ORDER SPECIAL SESSION:

Mayor Sorensen noted there was a quorum present and called the Special Meeting to order at 9:05 a.m.

ROLL CALL BY THE CITY CLERK:

Attendee Name	Title	Status	Arrived
John Draxler	Vice Mayor	Present	8:45 AM
Martin Devine	Council Member	Present	8:45 AM
Sue Sorensen	Mayor	Present	8:50 AM
Art Brieno	Council Member	Late	9:11 AM
Francisco Ramirez	Council Member	Present	8:55 AM

PUBLIC COMMENT:

*Comments from the public are limited to items listed on the agenda (GC 54954.3a). A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

Mark Pratter, Hanford - He asked if he could interview Mayor Sorensen later in the day about the City Manager position.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

Pursuant to Government Code 54957: Public Employment
Title: Interim City Manager (Interviews)

CLOSED SESSION ACTION REPORT:

City Attorney Mizote reported that no action was taken.

ADJOURNMENT:

Mayor Sorensen adjourned the Special Meeting at 11:30 a.m.

Respectfully submitted,

Sarah Martinez
City Clerk

Attachment: 6.13.19 special meeting (Clerk: Approve Minutes 6/13/19 Special Meeting)



**AGENDA
STAFF REPORT**

MEETING DATE: 7/2/2019	AGENDA SECTION: D
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SUBJECT:

Utilities and Engineering: Continuance of Emergency Resolution for Treatment Project on Well No. 50.

RECOMMENDATION:

That the City Council, by motion, continue the Emergency Resolution for the Treatment Project at Well No. 50.

BACKGROUND:

The City Municipal Code requires the City Council to take action to continue the Emergency Resolution at each regular Council Meeting until the project is complete.

FISCAL IMPACT:

No fiscal impact is realized.

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 7/2/2019	AGENDA SECTION: E
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SUBJECT:

Public Works: Award a contract to California Boiler Company of Visalia, CA., in the amount of \$113,273.50 for the Civic Auditorium Boiler Replacement Project.

RECOMMENDATION:

That the City Council, by motion, award a contract to California Boiler Company of Visalia, CA., in the amount of \$113,273.50 for the Civic Auditorium Boiler Replacement Project.

BACKGROUND:

The boiler in the Civic Auditorium provides heat for the main ball room. It was installed in 1977. In late winter 2018/19, due to corrosion, the boiler steam tank developed a fracture which prevents the boiler from reaching operating pressures. City staff had the fracture welded as a temporary fix to complete the heating season. After consulting with experts it was determined that the boiler would need to be replaced. City staff contacted four contractors to provide budget proposals for its replacement. A bid package was developed and bids were solicited and opened on June 18th. The bid process was expedited due to the long lead time for equipment procurement which is estimated to be approximately 12 weeks. Four bids were received ranging from a low bid of \$113,273.50 being provided by California Boiler Company to a high bid of \$186,388.00. Attached is a copy of the bid summary for project. If awarded, the project is anticipated to be complete by mid October 2019.

FISCAL IMPACT:

The FY 20 CIP budget provides \$122,500 for the project. Attached for council review is a copy of the FY 19/20 budget page.

ATTACHMENTS:

Bid Summary
FY 19/20 CIP Budget Page

CIVIC AUDITORIUM BOILER REPLACEMENT PROJECT
BID OPENING RESULTS
6/18/2019

California Boiler-\$113,273.50 (Low Bid)

MBT, Inc.- \$186,388.00

Johnson's Boiler- \$179,579.00

R.F. MacDonald Co.-\$114,973.00

Project No. **Civic Auditorium Boiler Replacement Project****Project Background:**

The Civic Auditorium, in its main hall, is heated by a steam boiler through a large heat exchanger and air is recirculated in a closed loop. The Auditorium has had two boilers in its lifetime. The last was installed in 1977.

Existing Conditions:

Near the end of the last heating season the existing Ajax boiler developed a leak. A two inch split was found in the upper steam box of the boiler which prevented the steam from reaching operating pressure. The boiler company refused to do a repair on the boiler based on its age and claimed they could not guarantee safe operation. Staff hired a certified welder to patch the steam box, which was successful, to complete the heating season.

Project Justification:

There is a 3 month lead time on the boiler equipment plus installation time. The Auditorium must have heat restored for the reserved events no later than the end of September. A contract must be approved and project scheduled by July 1st 2019 to meet the required time line.

Fiscal Implications:

Funding for this project will be allocated from the Building Replacement Reserve and the Accumulated Capital Outlay (ACO) account.

Project Budget Summary:

	2020	2021	2022	2023	2024
Engineering / Inspection	700				
Construction	120,000				
Contingency	1,200				
Department Overhead	600				
	\$122,500	\$0	\$0	\$0	\$0
004 Accumulated Capital Outlay (ACO)	100,500				
417 Building Replacement Reserve	22,000				
	\$122,500	\$0	\$0	\$0	\$0



**AGENDA
STAFF REPORT**

MEETING DATE: 7/2/2019

AGENDA SECTION: F

SUBJECT:

Finance: Warrant Register

RECOMMENDATION:

Approve warrant register for \$1,016,443.63.

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

WARRANT REGISTER-DIVISION ORDER 7-2-19

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
001 GENERAL FUND	1155	6/17/19	134394	BENISTAR / HARTFORD-6795	119.00	07012019	RETIREE INSUR/BROWN, BOB	
	PREPAID EXPENSE			BENISTAR / HARTFORD-6795				
	1155	6/17/19	134394	BENISTAR / HARTFORD-6795	119.00	07012019	RETIREE INSUR/GARCIA, DAI	
	PREPAID EXPENSE			BENISTAR / HARTFORD-6795				
	1155	6/17/19	134394	BENISTAR / HARTFORD-6795	119.00	07012019	RETIREE INSUR/MATTOS, ROB	
	PREPAID EXPENSE			BENISTAR / HARTFORD-6795				
	1155	6/19/19	134414	CALIF ASSOC HOSTAGE NEGOTIATORS	300.00	TR RIVERA4	REG/MONTEREY9/30-10/4	
	PREPAID EXPENSE			CALIF ASSOC HOSTAGE NEGOTIATORS				
	1155	6/19/19	134415	CALIF ASSOC HOSTAGE NEGOTIATORS	300.00	TR ESTRAD	REG/MONTEREY9/30-10/4	
	PREPAID EXPENSE			CALIF ASSOC HOSTAGE NEGOTIATORS				
	1155	6/19/19	134416	CALIF ASSOC HOSTAGE NEGOTIATORS	300.00	TR HERNAN	REG/MONTEREY9/30-10/4	
	PREPAID EXPENSE			CALIF ASSOC HOSTAGE NEGOTIATORS				
	1155	6/19/19	134417	CALIF ASSOC HOSTAGE NEGOTIATORS	300.00	TR JIMENEZ	REG/MONTEREY9/30-10/4	
	PREPAID EXPENSE			CALIF ASSOC HOSTAGE NEGOTIATORS				
	1155	6/19/19	134419	CALIF POLICE CHIEFS ASSOC	1,621.00	12835	SEVER FY20 DUES	
	PREPAID EXPENSE			CALIF POLICE CHIEFS ASSOC				
	1155	6/19/19	134437	FRESNO POLICE REGIONAL TRNG CTR	406.00	TR BARKER	REG/FRESNO 7/9-11	
	PREPAID EXPENSE			FRESNO POLICE REGIONAL TRNG CTR				
	1155	6/19/19	134438	FRESNO POLICE REGIONAL TRNG CTR	406.00	TR BIDEGAR	REG/FRESNO 7/16-18	
	PREPAID EXPENSE			FRESNO POLICE REGIONAL TRNG CTR				
	1155	6/19/19	134439	FRESNO POLICE REGIONAL TRNG CTR	406.00	TR TODD1	REG/FRESNO 7/23-25	
	PREPAID EXPENSE			FRESNO POLICE REGIONAL TRNG CTR				
	1155	6/19/19	134501	GEIL ENTERPRISES, INC DBA	159.00	364466	07-09/19 QUARTRLY SVC	
	PREPAID EXPENSE			VALLEY SECURITY & ALARM				
	1155	6/27/19	134566	PARK UNIVERSITY ENTERPRISE INC DBA	199.00	TR SOLORIO	REG/VISALIA 8/29	
	PREPAID EXPENSE			FRED PRYOR SEMINARS & CAREER TRACK				
	1155	6/27/19	134567	PARK UNIVERSITY ENTERPRISE INC DBA	199.00	TR CAIETTI	REG/VISALIA 8/29	
	PREPAID EXPENSE			FRED PRYOR SEMINARS & CAREER TRACK				
	1155	6/27/19	134568	PARK UNIVERSITY ENTERPRISE INC DBA	199.00	TR SUTPHIN	REG/VISALIA 8/29	
	PREPAID EXPENSE			FRED PRYOR SEMINARS & CAREER TRACK				

Attachment: WARRANT REGISTER-DIVISION ORDER 7-2-19 (FIN: WARRANT REGISTER)

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
001 GENERAL FUND	1155 PREPAID EXPENSE	6/27/19	134642	TULARE KINGS HISPANIC CHAMBER	250.00		FY20 TKHCC DUES	
				TULARE KINGS HISPANIC CHAMBER				
Division Total 001 GENERAL FUND					5,402.00			
1100 CITY COUNCIL	7770 TRAINING/TRAVEL/MEETING	6/17/19	134396	CURTIS MARTIN DEVINE	145.25	TR DEVINE	ADV/NEWPORT 6/18-21	
				DEVINE, CURTIS MARTIN				
	7770 TRAINING/TRAVEL/MEETING	6/17/19	134397	FRANCISCO RAMIREZ	145.25	TR RAMIREZ	ADV/NEWPORT 6/18-21	
				FRANCISCO RAMIREZ				
	7902 CONTRIB-KINGS ECON DEVELOPMENT	6/19/19	134458	KINGS CO ECON DEVELOPMENT CORP	6,559.87	2208	2019-06 CONTRIBUTION	
				KINGS CO ECON DEVELOPMENT CORP				
	7770 TRAINING/TRAVEL/MEETING	6/19/19	134491	SMART & FINAL CORP	74.94		BLANKET PURCHASE ORDER	
				SMART & FINAL CORP				
	7160-004 INSURANCE-LIFE	6/27/19	134634	STANDARD INSURANCE COMPANY	14.25		2019-07 LIFE DRAXLER	
				STANDARD LIFE INSURANCE COMPANY				
Division Total 1100 CITY COUNCIL					6,939.56			
1110 CITY MANAGER-CITY CLERK	7460 DUPLICATING EXPENSE	6/19/19	134510	XEROX CORP	288.70	097119986	2019-05	
				XEROX CORP				
Division Total 1110 CITY MANAGER-CITY CLERK					288.70			
1111 PERSONNEL	7320 COMMUNICATIONS	6/19/19	134403	A T & T	26.35	13158102	2019-05	
				A T & T (13982)				
	7460 DUPLICATING EXPENSE	6/19/19	134510	XEROX CORP	288.69	097119986	2019-05	
				XEROX CORP				
	7495 PROF AND SPEC SERVICES	6/27/19	134549	CHAD MEDEIROS	70.00		TUITION	
				CHAD MEDEIROS				
Division Total 1111 PERSONNEL					385.04			

Attachment: WARRANT REGISTER-DIVISION ORDER 7-2-19 (FIN: WARRANT REGISTER)

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
1201 FINANCE-ACCOUNTING	7455 POSTAGE AND FREIGHT	6/19/19	134475	EXPRESS MESSENGER SYSTEMS DBA ON TRAC	3.93	8936700	DEPT OF ALCOHOLIC BEV	
	7460 DUPLICATING EXPENSE	6/19/19	134510	XEROX CORP XEROX CORP	333.75	096952961	2019-05	
	7460 DUPLICATING EXPENSE	6/19/19	134510	XEROX CORP XEROX CORP	416.60	097119988	2019-05	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134609	DELUXE SMALL BUSINESS SALES INC DBA P T M DOCUMENT SYSTEMS	242.94	0071289	A/P CHECKS 10K REFLEX BLU	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134609	DELUXE SMALL BUSINESS SALES INC DBA P T M DOCUMENT SYSTEMS	111.13	0071289	ESTIMATED SHIPPING/HANDLI	
	7460 DUPLICATING EXPENSE	6/27/19	134654	XEROX CORP XEROX CORP	332.21	097245459	2019-06	
Division Total 1201 FINANCE-ACCOUNTING					1,440.56			
1210 FINANCE-UTILITY BILLING	7300 UNIFORM EXPENSE	6/19/19	134410	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	105.38		UNIFORMS FIN UTIL BIL	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134481	JOSEPH G POLLARD CO INC DBA POLLARDWATER.COM	347.01	0138208	LOCKS FOR UTILITIES	
	7455 POSTAGE AND FREIGHT	6/19/19	134482	REBECCA KOZLOWSKI DBA PRESORT CENTER OF FRESNO, LLC	1,142.45	410063088	2019-05 DELINQ	
	7455 POSTAGE AND FREIGHT	6/19/19	134482	REBECCA KOZLOWSKI DBA PRESORT CENTER OF FRESNO, LLC	52.40	410063085	2019-05 FLAT	
	7455 POSTAGE AND FREIGHT	6/19/19	134482	REBECCA KOZLOWSKI DBA PRESORT CENTER OF FRESNO, LLC	7,418.95	410063085	2019-05 METER	
	7455 POSTAGE AND FREIGHT	6/19/19	134482	REBECCA KOZLOWSKI DBA PRESORT CENTER OF FRESNO, LLC	10.39	410062794	5/28-5/31/19	
	7455 POSTAGE AND FREIGHT	6/19/19	134482	REBECCA KOZLOWSKI DBA PRESORT CENTER OF FRESNO, LLC	14.86	410063122	6/3-6/7/19	
	7470 PRINTING	6/19/19	134482	REBECCA KOZLOWSKI DBA PRESORT CENTER OF FRESNO, LLC	2,256.34	410063085	2019-05 PRINTING	

Attachment: WARRANT REGISTER-DIVISION ORDER 7-2-19 (FIN: WARRANT REGISTER)

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void	
1210 FINANCE-UTILITY BILLING	7470 PRINTING	6/19/19	134482	REBECCA KOZLOWSKI DBA PRESORT CENTER OF FRESNO, LLC	210.45	410063088	2019-05 PRINTING		
	7455 POSTAGE AND FREIGHT	6/27/19	134614	REBECCA KOZLOWSKI DBA PRESORT CENTER OF FRESNO, LLC	15.02	410063377	6/10-6/14/19		
	Division Total 1210 FINANCE-UTILITY BILLING					11,573.25			
1309 LIABILITY INSURANCE	7330 LIABILITY INSURANCE	6/19/19	134511	YORK RISK SERVICES GROUP, INC YORK RISK SERVICES GROUP, INC-LIAB	1,312.00		2019-04 SVC FEE		
	Division Total 1309 LIABILITY INSURANCE					1,312.00			
1310 WORKERS' COMPENSATION	7169 WORKERS' COMP INSURANCE	6/19/19	134404	ACCLAMATION INSURANCE MGMT SVC-WC ACCLAMATION INSURANCE MGMT SVC	8,776.01	110187	2019-05 ADM SVC FEE		
	Division Total 1310 WORKERS' COMPENSATION					8,776.01			
1315 COMPUTER MAINTENANCE	7495 PROF AND SPEC SERVICES	6/19/19	134426	COMCAST CABLE COMMUNICATIONS, INC COMCAST CABLE COMMUNICATIONS, INC	240.94	0287568 6/1	8155500390287568 INTERNET		
	7495 PROF AND SPEC SERVICES	6/19/19	134504	VERIZON WIRELESS VERIZON WIRELESS	38.01	9831249389	2019-05 IT AIRCARD		
	7430 COMPUTER MAINTENANCE	6/27/19	134542	C D W GOVERNMENT LLC C D W GOVERNMENT LLC	284.21	SRF8730	TELEPHONE HEADSET		
	7455 POSTAGE AND FREIGHT	6/27/19	134571	GOLDEN STATE OVERNIGHT GOLDEN STATE OVERNIGHT	9.28	3931965A	RMA SHIPPING		
	Division Total 1315 COMPUTER MAINTENANCE					572.44			
1411 PLANNING	7320 COMMUNICATIONS	6/27/19	134527	A T & T A T & T (13982)	8.09	13158092	2019-05		
	7455 POSTAGE AND FREIGHT	6/27/19	134557	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	2.50	265886	WASTE TONER SHIPPING		

Attachment: WARRANT REGISTER-DIVISION ORDER 7-2-19 (FIN: WARRANT REGISTER)

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
1411 PLANNING	7460 DUPLICATING EXPENSE	6/27/19	134557	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	23.54	266119	2019-05 COPIES	
	7460 DUPLICATING EXPENSE	6/27/19	134557	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	36.10	266121	2019-05 LEASE	
	7560 ADVERTISING & PUBLIC REL	6/27/19	134577	HANFORD SENTINEL 234-60007669 HANFORD SENTINEL LEGAL	167.31	90945	BLANKET PURCHASE ORDER	
	7560 ADVERTISING & PUBLIC REL	6/27/19	134577	HANFORD SENTINEL 234-60007669 HANFORD SENTINEL LEGAL	155.31	91153	BLANKET PURCHASE ORDER	
	7495 PROF AND SPEC SERVICES	6/27/19	134592	KINGS CO TREASURER KINGS CO TREASURER	21,060.00		LAFCO FY 18-19	
	7460 DUPLICATING EXPENSE	6/27/19	134654	XEROX CORP XEROX CORP	104.87	97119989	2019-05	
Division Total 1411 PLANNING					21,557.72			
1412 BUILDING INSPECTION	7300 UNIFORM EXPENSE	6/19/19	134410	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	87.45		UNIFORMS BLDG MAINT	
	7924 VEHICLE ABATEMENT EXPEN	6/19/19	134447	RONALD HURT DBA HANFORD AUTO DISMANTLING	125.00	CE19-0465	TOW 91 GMC	
	7924 VEHICLE ABATEMENT EXPEN	6/19/19	134447	RONALD HURT DBA HANFORD AUTO DISMANTLING	200.00	CE19-0444	TOW 99 HYUNDAI	
	7924 VEHICLE ABATEMENT EXPEN	6/19/19	134447	RONALD HURT DBA HANFORD AUTO DISMANTLING	250.00	CE19-0435	TOW BOAT	
	7320 COMMUNICATIONS	6/27/19	134527	A T & T A T & T (13982)	8.08	13158092	2019-05	
	7455 POSTAGE AND FREIGHT	6/27/19	134557	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	2.50	265886	WASTE TONER SHIPPING	
	7460 DUPLICATING EXPENSE	6/27/19	134557	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	23.54	266119	2019-05 COPIES	
	7460 DUPLICATING EXPENSE	6/27/19	134557	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	36.11	266121	2019-05 LEASE	

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1412 BUILDING INSPECTION	7455 POSTAGE AND FREIGHT	6/27/19	134571	GOLDEN STATE OVERNIGHT GOLDEN STATE OVERNIGHT	77.96	3931965	SHIP TO INTERWEST	
	7455 POSTAGE AND FREIGHT	6/27/19	134571	GOLDEN STATE OVERNIGHT GOLDEN STATE OVERNIGHT	11.81	3947827	SHIP TO INTERWEST	
	7495 PROF AND SPEC SERVICES	6/27/19	134587	JASON ADISON SMITH CONSULTING DBA J A S PACIFIC	9,450.00	BI 13160	2018-12 BILL NIX	
	4210 CONSTRUCTION PERMITS	6/27/19	134637	SUNRUN INSTALLATION SERVICES INC SUNRUN INSTALLATION SERVICES INC	177.34		FY19-1865 WITHDRAWN	
	7320 COMMUNICATIONS	6/27/19	134647	VERIZON WIRELESS VERIZON WIRELESS	210.84	9831682327	2019-05	
	7460 DUPLICATING EXPENSE	6/27/19	134654	XEROX CORP XEROX CORP	182.77	97119989	2019-05	
	Division Total 1412 BUILDING INSPECTION				10,843.40			
	7440 OFFICE EXPENSE	6/19/19	134494	STAPLES STAPLES	73.87		OFFICE EXPENSE	
	7320 COMMUNICATIONS	6/27/19	134527	A T & T A T & T (13982)	8.09	13158092	2019-05	
1413 CITY HFD PUBLIC HSG AUTH	7455 POSTAGE AND FREIGHT	6/27/19	134557	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	2.50	265886	WASTE TONER SHIPPING	
	7460 DUPLICATING EXPENSE	6/27/19	134557	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	23.54	266119	2019-05 COPIES	
	7460 DUPLICATING EXPENSE	6/27/19	134557	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	36.11	266121	2019-05 LEASE	
	7460 DUPLICATING EXPENSE	6/27/19	134654	XEROX CORP XEROX CORP	91.98	97119989	2019-05	
	Division Total 1413 CITY HFD PUBLIC HSG AUTH				236.09			

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1450-001 CDBG ENTITLEMENT REUSE FD	7495 PROF AND SPEC SERVICES	6/19/19	134440	G M S, INC G M S, INC	245.00	227460	06/19 LIC & WARRANTY	
	7495 PROF AND SPEC SERVICES	6/19/19	134440	G M S, INC G M S, INC	65.00	227461	06/19 SERV & SUPPORT	
	7495 PROF AND SPEC SERVICES	6/19/19	134459	KINGS CO RECORDER KINGS CO RECORDER	8.00	9337	GMS 6020 LIEN RELEAS	
	Division Total 1450-001 CDBG ENTITLEMENT REUSE FD 318.00							
1450-018 CDBG ENTITLEMENT 2018/19	7531 ADMINISTRATIVE EXPENSES	6/19/19	134434	TALX CORPORATION DBA EQUIFAX WORKFORCE SOLUTIONS	14.95	1000532611	INCOME VERIFY SVC FEE	
	7531-001 HOUSING REHAB	6/19/19	134480	JEREMY I PLATA DBA PLATA CONSTRUCTION	318.48	1294	876 DAVINCI REIMB FEE	
	7531-001 HOUSING REHAB	6/19/19	134487	ROBERT S MARKS PLUMBING INC ROBERT S MARKS PLUMBING INC	400.00	87368	742 LINCOLN RPR EST	
	7531-001 HOUSING REHAB	6/27/19	134560	EMPLOYMENT DEVELOPMENT DEPT EMPLOYMENT DEVELOPMENT DEPT	145.00	L147468688	COTTONS PLUMBING	
	7531-002 CONTINUUM OF CARE	6/27/19	134593	KINGS TULARE CONTINUUM OF CARE KINGS TULARE CONTINUUM OF CARE	(0.83)	1457	2019-03 CREDIT	
	7531-002 CONTINUUM OF CARE	6/27/19	134593	KINGS TULARE CONTINUUM OF CARE KINGS TULARE CONTINUUM OF CARE	490.79	1463	2019-04 COC PRG DEL	
	7531 ADMINISTRATIVE EXPENSES	6/27/19	134620	THE RAMSAY GROUP RAMSAY GROUP THE	247.00	007	2019-23 CON PLAN	
	Division Total 1450-018 CDBG ENTITLEMENT 2018/19 1,615.39							
1511 POLICE-SUPPORT SERVICE	7320 COMMUNICATIONS	6/19/19	134403	A T & T A T & T (13982)	334.85	13158102	2019-05	
	7320 COMMUNICATIONS	6/19/19	134403	A T & T A T & T (13982)	878.32	13158024	2343419274620 CELL TOWER	

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1511 POLICE-SUPPORT SERVICE	7320 COMMUNICATIONS	6/19/19	134403	A T & T A T & T (13982)	20.50	13158100	585-0665 INV FAX	
	7320 COMMUNICATIONS	6/19/19	134403	A T & T A T & T (13982)	20.47	13158233	585-1010 DOJ BREATHALYZER	
	7320 COMMUNICATIONS	6/19/19	134403	A T & T A T & T (13982)	146.13	13158103	585-4700 CAL/LONG DISTANC	
	7320 COMMUNICATIONS	6/19/19	134403	A T & T A T & T (13982)	29.02	13158104	585-4977	
	7320 COMMUNICATIONS	6/19/19	134403	A T & T A T & T (13982)	39.28	13158105	585-8176 MOTOROLA MTCE LI	
	7320 COMMUNICATIONS	6/19/19	134403	A T & T A T & T (13982)	83.51	13158284	924-5333 LEMOORE LINE	
	7495 PROF AND SPEC SERVICES	6/19/19	134403	A T & T A T & T (13982)	693.59	13190828	2019-05 CLETS/DOJ	
	7580 RENTS AND LEASES-EQUIP	6/19/19	134408	AMERIPRIDE UNIFORM SERVICE AMERIPRIDE UNIFORM SERVICE	71.69	1502386816	MATS	
	7580 RENTS AND LEASES-EQUIP	6/19/19	134408	AMERIPRIDE UNIFORM SERVICE AMERIPRIDE UNIFORM SERVICE	71.69	1502414385	MATS	
	7495-001 LIVE SCAN	6/19/19	134418	CALIF DEPT OF JUSTICE CALIF DEPT OF JUSTICE	937.00	377992	FR 7495 TO 7495-001	
	7495 PROF AND SPEC SERVICES	6/19/19	134425	COMCAST CABLE COMMUNICATIONS, INC COMCAST CABLE COMMUNICATIONS, INC	29.88	0146699 6/1	8155500390146699	
	7770 TRAINING/TRAVEL/MEETING	6/19/19	134451	STEPHANIE HUDDLESTON HUDDLESTON, STEPHANIE	29.73		GAS REIMB 6/4/19	
	7495 PROF AND SPEC SERVICES	6/19/19	134473	NICK CHAMPI ENTERPRISES INC NICK CHAMPI ENTERPRISES INC	48.26	23147	2019-03 PD TEMP FENCE	
	7495 PROF AND SPEC SERVICES	6/19/19	134473	NICK CHAMPI ENTERPRISES INC NICK CHAMPI ENTERPRISES INC	48.26	23165	2019-04 PD TEMP FENCE	
	7495 PROF AND SPEC SERVICES	6/19/19	134473	NICK CHAMPI ENTERPRISES INC NICK CHAMPI ENTERPRISES INC	48.26	23186	2019-05 PD TEMP FENCE	

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1511 POLICE-SUPPORT SERVICE	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134486	ALFRED RIVERA RIVERA, ALFRED	61.97		REISSUE CK# 131848	
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	3,486.66		2019-05	
	7320 COMMUNICATIONS	6/19/19	134503	VERIZON WIRELESS VERIZON WIRELESS	130.74	9831249388	771937214 AIR CARD	
	7320 COMMUNICATIONS	6/19/19	134505	VERIZON WIRELESS VERIZON WIRELESS	20.04	9831267947	872315009 TRACKER	
	7770 TRAINING/TRAVEL/MEETING	6/19/19	134508	PER WESTLUND WESTLUND, PER	85.00	EXP 5/20-24	EXP/FRESNO 5/20-24	
	7495 PROF AND SPEC SERVICES	6/27/19	134528	DAVID B JONES DBA ABSOLUTE RESOLUTION INVESTIGATIONS	750.00		H REED BKGRND INVEST	
	7580 RENTS AND LEASES-EQUIP	6/27/19	134533	AMERIPRIDE UNIFORM SERVICE AMERIPRIDE UNIFORM SERVICE	71.69	1502405173	MATS	
	7770 TRAINING/TRAVEL/MEETING	6/27/19	134538	FABIAN AVALOS AVALOS, FABIAN	131.40	EXP 5/20-24	EXP/FRESNO 5/20-24	
	7770 TRAINING/TRAVEL/MEETING	6/27/19	134548	RUBEN A CANO CANO, RUBEN A	12.90	EXP 5/12-17	EXP/CAMARILLO 5/12-17	
	7770 TRAINING/TRAVEL/MEETING	6/27/19	134548	RUBEN A CANO CANO, RUBEN A	1.60	EXP 5/19-24	EXP/CAMARILLO 5/19-24	
	7770 TRAINING/TRAVEL/MEETING	6/27/19	134548	RUBEN A CANO CANO, RUBEN A	1.60	EXP 5/5-10	EXP/CAMARILLO 5/5-10	
	7770 TRAINING/TRAVEL/MEETING	6/27/19	134548	RUBEN A CANO CANO, RUBEN A	1.60	EXP 6/2-7	EXP/CAMARILLO 6/2-7	
	7770 TRAINING/TRAVEL/MEETING	6/27/19	134548	RUBEN A CANO CANO, RUBEN A	1.60	EXP 6/9-14	EXP/CAMARILLO 6/9-14	
	7770 TRAINING/TRAVEL/MEETING	6/27/19	134556	D PREP INC D PREP INC	195.00	20190513-15	5/8 CANCELLATION FEE	
	7770 TRAINING/TRAVEL/MEETING	6/27/19	134610	PALUMBO, DANIEL PALUMBO, DANIEL	85.00	EXP 6/10-14	EXP/FRESNO 6/10-14	

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1511 POLICE-SUPPORT SERVICE	7770 TRAINING/TRAVEL/MEETING	6/27/19	134616	KELLY QUILTY QUILTY KELLEY	85.00	EXP 6/10-14	EXP/FRESNO 6/10-14	
	7770 TRAINING/TRAVEL/MEETING	6/27/19	134622	JONATHAN RIVERA RIVERA, JONATHAN	31.99	EXP 6/2-4	EXP/ORANGE 6/2-4	
	7785 UTILITIES-GAS	6/27/19	134632	SOUTHERN CALIF GAS CO SOUTHERN CALIF GAS CO	55.68		2019-06	
	7320 COMMUNICATIONS	6/27/19	134645	MCI NETWORK SERV, INC DBA VERIZON BUSINESS SERVICES	612.99	71147399	CLETS SYSTEM SV100362	
	7320 COMMUNICATIONS	6/27/19	134646	VERIZON WIRELESS VERIZON WIRELESS	999.86	9831156843	381-0944 INVESTIGATIONS C	
	7320 COMMUNICATIONS	6/27/19	134648	VERIZON WIRELESS VERIZON WIRELESS	2,146.67	9831741762	BLANKET PURCHASE ORDER	
Division Total 1511 POLICE-SUPPORT SERVICE					12,499.43			
1512-1 POLICE-RECORDS	7460 DUPLICATING EXPENSE	6/19/19	134429	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	35.68	266654	M2535 IDN COPIER SERVICE	
	7460 DUPLICATING EXPENSE	6/19/19	134429	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	174.58	266655	TASKALFA 5551CI COPIER SE	
	7460 DUPLICATING EXPENSE	6/19/19	134429	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	33.45	266656	TASKALFA 5551CI COPIER SE	
	7460 DUPLICATING EXPENSE	6/19/19	134429	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	53.11	266657	TASKALFA 6501I COPIER SER	
	7495 PROF AND SPEC SERVICES	6/19/19	134490	SHRED-IT US JV LLC DBA SHRED-IT USA LLC	224.00	8127451976	DOC SHREDDING	
	7460 DUPLICATING EXPENSE	6/19/19	134510	XEROX CORP XEROX CORP	199.32	097119994	2019-05	
Division Total 1512-1 POLICE-RECORDS					720.14			

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1512-2 POLICE-COMMUNICATIONS	7770 TRAINING/TRAVEL/MEETING	6/19/19	134412	TONI BARNES BARNES, TONI	291.83	EXP 6/2-4	EXP/ORANGE 6/2-4	
Division Total 1512-2 POLICE-COMMUNICATIONS					291.83			
1513 POLICE-OPERATIONS	7540 PARKING CITATN ADMIN COS	6/17/19	134398	KINGS CO TREASURER KINGS CO TREASURER	287.50		2019-04 CTHS/JAIL FDS	
	7540 PARKING CITATN ADMIN COS	6/17/19	134398	KINGS CO TREASURER KINGS CO TREASURER	65.00		2019-04 PENLTY EQ/REG	
	7540 PARKING CITATN ADMIN COS	6/17/19	134398	KINGS CO TREASURER KINGS CO TREASURER	412.50		2019-05 CTHS/JAIL FDS	
	7540 PARKING CITATN ADMIN COS	6/17/19	134398	KINGS CO TREASURER KINGS CO TREASURER	220.00		2019-05 PENLTY EQ/REG	
	7540 PARKING CITATN ADMIN COS	6/17/19	134400	TURBO DATA SYS INC TURBO DATA SYS INC	356.06	30143	2019-04	
	7540 PARKING CITATN ADMIN COS	6/17/19	134400	TURBO DATA SYS INC TURBO DATA SYS INC	310.21	30344	2019-05	
	7540 PARKING CITATN ADMIN COS	6/17/19	134400	TURBO DATA SYS INC TURBO DATA SYS INC	203.78	30143	TICKET PRO MONTHLY	
	7540 PARKING CITATN ADMIN COS	6/17/19	134400	TURBO DATA SYS INC TURBO DATA SYS INC	203.78	30344	TICKET PRO MONTHLY	
	7495 PROF AND SPEC SERVICES	6/19/19	134449	HANFORD VETERINARY HOSPITAL, INC HANFORD VETERINARY HOSPITAL, INC	180.45	1120066	K9 CRASH EXAM	
	7495 PROF AND SPEC SERVICES	6/19/19	134449	HANFORD VETERINARY HOSPITAL, INC HANFORD VETERINARY HOSPITAL, INC	73.53	1117452	K9 NICO FOOD	
	7495 PROF AND SPEC SERVICES	6/19/19	134449	HANFORD VETERINARY HOSPITAL, INC HANFORD VETERINARY HOSPITAL, INC	168.13	1118137	K9 TIG EXAM	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134559	EMBLEMS INC DBA EMBLEM AUTHORITY, THE	19.59	30227	PINK CPL CHEVRON	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134559	EMBLEMS INC DBA EMBLEM AUTHORITY, THE	2.91	30332	PINK CPL CHEVRON	

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1513 POLICE-OPERATIONS	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134559	EMBLEMS INC DBA EMBLEM AUTHORITY, THE	43.53	30227	PINK HASHMARKS	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134559	EMBLEMS INC DBA EMBLEM AUTHORITY, THE	6.47	30332	PINK HASHMARKS	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134559	EMBLEMS INC DBA EMBLEM AUTHORITY, THE	600.76	30227	PINK PATCH 2019/HPD	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134559	EMBLEMS INC DBA EMBLEM AUTHORITY, THE	89.24	30332	PINK PATCH 2019/HPD	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134559	EMBLEMS INC DBA EMBLEM AUTHORITY, THE	26.12	30227	PINK SGT CHEVRON	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134559	EMBLEMS INC DBA EMBLEM AUTHORITY, THE	3.88	30332	PINK SGT CHEVRON	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134559	EMBLEMS INC DBA EMBLEM AUTHORITY, THE				
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134559	EMBLEMS INC DBA EMBLEM AUTHORITY, THE				
Division Total 1513 POLICE-OPERATIONS					3,273.44			
1516 POLICE-SCHOOL OFFICER PRG	819312 2-CAR, PATROL (1516)	6/19/19	134428	COOK'S COMMUNICATIONS CORP COOK'S COMMUNICATIONS CORP	13,444.65	141037	UPFIT UNIT #41	
	819312 2-CAR, PATROL (1516)	6/19/19	134428	COOK'S COMMUNICATIONS CORP COOK'S COMMUNICATIONS CORP	13,486.47	141028	UPFIT UNIT #45	
	819312 2-CAR, PATROL (1516)	6/19/19	134454	JACK B MARTIN DBA JACK MARTIN'S SIGNWORKS	1,344.56	26604	GRAPHICS FOR NEW POLICE V	
	819312 2-CAR, PATROL (1516)	6/19/19	134454	JACK B MARTIN DBA JACK MARTIN'S SIGNWORKS				
Division Total 1516 POLICE-SCHOOL OFFICER PRG					28,275.68			
1518 POLICE-ANIMAL CONTROL	7495 PROF AND SPEC SERVICES	6/19/19	134449	HANFORD VETERINARY HOSPITAL, INC HANFORD VETERINARY HOSPITAL, INC	52.00	1117416	EMERGENCY EXAM	
	7495 PROF AND SPEC SERVICES	6/19/19	134449	HANFORD VETERINARY HOSPITAL, INC HANFORD VETERINARY HOSPITAL, INC	52.00	1118622	EMERGENCY EXAM	
	7495 PROF AND SPEC SERVICES	6/19/19	134449	HANFORD VETERINARY HOSPITAL, INC HANFORD VETERINARY HOSPITAL, INC	324.05	1118623	EMERGENCY EXAM	
	7495 PROF AND SPEC SERVICES	6/19/19	134449	HANFORD VETERINARY HOSPITAL, INC HANFORD VETERINARY HOSPITAL, INC				

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1518	7495	6/19/19	134449	HANFORD VETERINARY HOSPITAL, INC	76.10	1118882	EMERGENCY EXAM	
POLICE-ANIMAL CONTROL	PROF AND SPEC SERVICES			HANFORD VETERINARY HOSPITAL, INC				
Division Total 1518 POLICE-ANIMAL CONTROL					504.15			
1610	7320	6/19/19	134403	A T & T	40.62	13158102	2019-05	
FIRE-ADMIN/SUPPRESSION	COMMUNICATIONS			A T & T (13982)				
	7600	6/19/19	134450	HOME DEPOT U S A INC DBA	154.68	495601502	SUPPLIES	
	SPECIAL DEPARTMENTAL EXPENSE			HOME DEPOT STORES, THE- SUPPLYWORKS				
	7600	6/19/19	134460	BRANDON K AINSWORTH DBA	19.31	2653	PASSPORT TAGS	
	SPECIAL DEPARTMENTAL EXPENSE			KINGS CO TROPHY & ENGRAVING				
	7495	6/19/19	134484	TAYLOR BROTHERS, INC DBA	52.00	1732099	MONTHLY PEST CONTROL	
	PROF AND SPEC SERVICES			R E S COM				
	7780	6/19/19	134493	SOUTHERN CALIF EDISON CO	3,887.50		2019-05	
	UTILITIES-ELECTRICITY			SOUTHERN CALIF EDISON CO				
	7770	6/19/19	134496	TARGET SOLUTIONS LEARNING	3,685.00		FY19 ANNL MAINT FEE	
	TRAINING/TRAVEL/MEETING			TARGET SOLUTIONS LEARNING				
	7010	6/21/19	134525	THOMAS LEE	1,860.30		CY19 PP013 NO DIR DEP	
	REGULAR EMPLOYEES			THOMAS LEE				
	7455	6/27/19	134571	GOLDEN STATE OVERNIGHT	15.41	3931965	SHIP TO INTERWEST	
	POSTAGE AND FREIGHT			GOLDEN STATE OVERNIGHT				
	7455	6/27/19	134571	GOLDEN STATE OVERNIGHT	7.12	3947827	SHIP TO INTERWEST	
	POSTAGE AND FREIGHT			GOLDEN STATE OVERNIGHT				
	7495	6/27/19	134615	QAL-TEK ASSOCIATES LLC DBA	217.01	INV-19-0169	CALIBRATION LUDLUM	
	PROF AND SPEC SERVICES			QAL-TEK ASSOCIATES				
	7785	6/27/19	134632	SOUTHERN CALIF GAS CO	103.30		2019-06 STA #1	
	UTILITIES-GAS			SOUTHERN CALIF GAS CO				
	7785	6/27/19	134632	SOUTHERN CALIF GAS CO	9.90		2019-06 STA #3	
	UTILITIES-GAS			SOUTHERN CALIF GAS CO				
Division Total 1610 FIRE-ADMIN/SUPPRESSION					10,052.15			

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1611 FIRE-FIRE PREVENTION	7495 PROF AND SPEC SERVICES	6/19/19	134453	INTERWEST CONSULTING GROUP INC INTERWEST CONSULTING GROUP INC	240.00	49977	BLANKET PURCHASE ORDER		
	7495 PROF AND SPEC SERVICES	6/19/19	134453	INTERWEST CONSULTING GROUP INC INTERWEST CONSULTING GROUP INC	330.00	50005	BLANKET PURCHASE ORDER		
	7495 PROF AND SPEC SERVICES	6/19/19	134456	JERRY MATOS DBA JERRY MATOS DISCING SERVICE	290.00	1271	FY19-0024 CLEAN UP		
	7495 PROF AND SPEC SERVICES	6/19/19	134456	JERRY MATOS DBA JERRY MATOS DISCING SERVICE	255.00	1272	FY19-0033 CLEANUP		
	7495 PROF AND SPEC SERVICES	6/19/19	134456	JERRY MATOS DBA JERRY MATOS DISCING SERVICE	140.00	1373	FY19-0092 CLEANUP		
	7770 TRAINING/TRAVEL/MEETING	6/19/19	134478	JUSTIN BEAL DBA PACIFIC CONSULTING & RISK	75.00	TR FARR1	REG/FRESNO 6/25		
	7770 TRAINING/TRAVEL/MEETING	6/19/19	134479	JUSTIN BEAL DBA PACIFIC CONSULTING & RISK	75.00	TR SUMAYA	REG/FRESNO 6/25		
	7495 PROF AND SPEC SERVICES	6/27/19	134585	INTERWEST CONSULTING GROUP INC INTERWEST CONSULTING GROUP INC	270.00	50467	BLANKET PURCHASE ORDER		
	Division Total 1611 FIRE-FIRE PREVENTION				1,675.00				
	1711 PARKS & REC-SPORTS	7320 COMMUNICATIONS	6/19/19	134403	A T & T A T & T (13982)	22.71	13158090		582-4092 2019-05
7495 PROF AND SPEC SERVICES		6/27/19	134537	GEORGE AUSTIN AUSTIN, GEORGE	242.00		SFTBL OFCL 6/10-20		
7495 PROF AND SPEC SERVICES		6/27/19	134550	JESSE CHAVARRIA CHAVARRIA JESSE	138.00		SFTBL OFCL 6/11-20		
7495 PROF AND SPEC SERVICES		6/27/19	134555	STEVE CUELLAR JR CUELLAR STEVE JR	92.00		SFTBL OFCL 6/18-20		
7495 PROF AND SPEC SERVICES		6/27/19	134565	BRYCE FISHER FISHER BRYCE	24.00		SFTBL OFCL 6/18		
7600 SPECIAL DEPARTMENTAL EX		6/27/19	134582	HOME DEPOT U S A INC DBA HOME DEPOT STORES, THE- SUPPLYWORKS	186.65	497049817	RESTROOM SUPPLIES		

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1711 PARKS & REC-SPORTS	7495 PROF AND SPEC SERVICES	6/27/19	134595	RODNEY LAWRENCE LAWRENCE, RODNEY	69.00		SFTBL OFCL 6/10-17	
	7495 PROF AND SPEC SERVICES	6/27/19	134596	WARREN LEASURE LEASURE, WARREN	276.00		SFTBL OFCL 6/10-18	
	7495 PROF AND SPEC SERVICES	6/27/19	134598	KAYLA LILLY LILLY KAYLA	96.00		SFTBL OFCL 6/11-20	
	7495 PROF AND SPEC SERVICES	6/27/19	134600	TONI MARIN MARIN, TONI	204.00		SFTBL OFCL 6/10-20	
	7495 PROF AND SPEC SERVICES	6/27/19	134601	JOSEPH MARTINEZ MARTINEZ, JOSEPH	69.00		SFTBL OFCL 6/18	
	7495 PROF AND SPEC SERVICES	6/27/19	134603	RYAN MERCER MERCER, RYAN	253.00		SFTBL OFCL 6/11-20	
	7495 PROF AND SPEC SERVICES	6/27/19	134612	ZANE PERREIRA PERREIRA, ZANE	96.00		SFTBL OFCL 6/11-20	
	7495 PROF AND SPEC SERVICES	6/27/19	134613	MANDY S PHILLIPS PHILLIPS, MANDY S	168.00		SFTBL OFCL 6/11-20	
	7495 PROF AND SPEC SERVICES	6/27/19	134624	ANTHONY SANCHEZ SANCHEZ, ANTHONY	408.00		SFTBL OFCL 6/10-20	
	7495 PROF AND SPEC SERVICES	6/27/19	134630	STEPHEN SMITH SMITH, STEPHEN	46.00		SFTBL OFCL 6/13	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134650	WAL MART WAL MART	34.52		BLANKET PURCHASE ORDER	
Division Total 1711 PARKS & REC-SPORTS					2,424.88			
1713 PARKS & REC-LONGFIELD	7320 COMMUNICATIONS	6/19/19	134403	A T & T A T & T (13982)	6.28	13158102	2019-05	
	7495 PROF AND SPEC SERVICES	6/19/19	134427	COMCAST CABLE COMMUNICATIONS, INC COMCAST CABLE COMMUNICATIONS, INC	222.06	0714199 6/1	LONGFIELD INTERNET	
	7495 PROF AND SPEC SERVICES	6/19/19	134430	DIRECTV LLC DIRECTV LLC	153.73	3634037551	022650924 BLANKET PO	

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1713 PARKS & REC-LONGFIELD	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134491	SMART & FINAL CORP	28.19		BLANKET PURCHASE ORDER	
				SMART & FINAL CORP				
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO	1,601.18	2019-05		
				SOUTHERN CALIF EDISON CO				
Division Total 1713 PARKS & REC-LONGFIELD					2,011.44			
1714 PARKS & REC-POOL/SKATE	7320 COMMUNICATIONS	6/19/19	134403	A T & T	20.05	13158102	2019-05	
				A T & T (13982)				
	7650 CHEMICALS	6/19/19	134467	LINCOLN EQUIPMENT INC	770.40	50477415	POOL CHEMICALS	
				LINCOLN AQUATICS				
	7650 CHEMICALS	6/19/19	134467	LINCOLN EQUIPMENT INC	632.12	50477416	POOL CHEMICALS	
				LINCOLN AQUATICS				
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134476	ORIGINAL WATERMEN, INC	80.43	S60937A	LIFEGUARD UMBRELLA	
				ORIGINAL WATERMEN, INC				
	7680 CONCESSION SUPPLIES	6/19/19	134491	SMART & FINAL CORP	610.37		BLANKET PURCHASE ORDER	
				SMART & FINAL CORP				
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO	2,244.30		2019-05	
				SOUTHERN CALIF EDISON CO				
1716 PARKS & REC-FACILITIES	7495 PROF AND SPEC SERVICES	6/27/19	134552	CLARK PEST CONTROL, INC	65.00		2019-06 PLUNGE	
				CLARK PEST CONTROL, INC				
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134650	WAL MART	104.29		BLANKET PURCHASE ORDER	
				WAL MART				
Division Total 1714 PARKS & REC-POOL/SKATE					4,526.96			
1716 PARKS & REC-FACILITIES	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134472	STEVE MORRISON DBA	611.32	K52819	BLANKET PURCHASE ORDER	
				MORRISON'S SILKSCREEN				
	4510 FM-FACILITIES-OTHER RENTS	6/27/19	134530	ALICIA MARIE FREITAS	30.00	2003462	RFD SHLTR CNCL #11204	
				ALICIA MARIE FREITAS				

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1716 PARKS & REC-FACILITIES	7495 PROF AND SPEC SERVICES	6/27/19	134553	COMCAST CABLE COMMUNICATIONS, INC	109.95	0454929 6/1	8155500390454929 ETHERNET	
				COMCAST CABLE COMMUNICATIONS, INC				
Division Total 1716 PARKS & REC-FACILITIES					751.27			
1719 PARKS & REC-YOUTH SERV	7320 COMMUNICATIONS	6/19/19	134403	A T & T	19.90	13158102	2019-05	
				A T & T (13982)				
	7320 COMMUNICATIONS	6/19/19	134403	A T & T	20.63	13161301	587-1658 2019-05	
				A T & T (13982)				
	7495 PROF AND SPEC SERVICES	6/19/19	134418	CALIF DEPT OF JUSTICE	64.00	378168	LIVESCAN APPS	
				CALIF DEPT OF JUSTICE				
	7680 CONCESSION SUPPLIES	6/19/19	134491	SMART & FINAL CORP	794.33		TEEN CTR SNACK BAR	
				SMART & FINAL CORP				
	5017-701 TR-CONTRACTED CLASSES	6/27/19	134534	MISAEL APONTE	60.00	2003480	RFD A APONTE SS#1	
				APONTE MISAEL				
Division Total 1719 PARKS & REC-YOUTH SERV					958.86			
1720 PARKS & REC-ADULT/SPCL	7320 COMMUNICATIONS	6/19/19	134403	A T & T	20.05	13158102	2019-05	
				A T & T (13982)				
	7495 PROF AND SPEC SERVICES	6/19/19	134435	GARY FEINSTEIN	300.00		SENIOR CLASS PICS	
				FEINSTEIN, GARY				
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134491	SMART & FINAL CORP	342.17		OTM DANCES BLANKET PO	
				SMART & FINAL CORP				
	7470 PRINTING	6/19/19	134510	XEROX CORP	345.44	097119991	2019-05	
				XEROX CORP				
	7495 PROF AND SPEC SERVICES	6/27/19	134623	CINDY LYNN RODRIGUEZ	187.00		2019-06 SR AEROBICS	
				RODRIGUEZ, CINDY LYNN				
	7495 PROF AND SPEC SERVICES	6/27/19	134623	CINDY LYNN RODRIGUEZ	119.00		2019-06 WALKING CLASS	
				RODRIGUEZ, CINDY LYNN				

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1720 PARKS & REC-ADULT/SPCL	7495 PROF AND SPEC SERVICES	6/27/19	134623	CINDY LYNN RODRIGUEZ RODRIGUEZ, CINDY LYNN	136.00		2019-06 WTR AEROBICS	
Division Total 1720 PARKS & REC-ADULT/SPCL					1,449.66			
1721 PARKS & REC-COMM PROM/EVT	7470 PRINTING	6/19/19	134510	XEROX CORP XEROX CORP	345.43	097119991	2019-05	
Division Total 1721 PARKS & REC-COMM PROM/EVT					345.43			
1722 PARKS & REC-PARKS	7300 UNIFORM EXPENSE	6/19/19	134410	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	239.05		UNIFORMS PARKS	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134450	HOME DEPOT U S A INC DBA HOME DEPOT STORES, THE- SUPPLYWORKS	802.28	495595142	RESTROOM SUPPLIES	
	7550 OTHER CONTRACTUAL SERV	6/19/19	134466	MICHAEL P LEONI LEONI, MICHAEL P	250.00	0025	GOPHER ABATEMNT	
	7650 CHEMICALS	6/19/19	134474	NUTRIEN AG SOLUTIONS INC NUTRIEN AG SOLUTIONS INC	67.50	38734702	BLANKET PURCHASE ORDER	
	7780 UTILITIES-ELECTRICITY	6/19/19	134477	P G & E P G & E	10.51		2019-05 6276476966-7	
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	2,579.26		2019-05	
	7550 OTHER CONTRACTUAL SERV	6/19/19	134502	VERDEGAAL BROTHERS VERDEGAAL BROTHERS	15,116.89	0804042-IN	FERTELIZER/WATER TREATMEN	
	7650 CHEMICALS	6/19/19	134502	VERDEGAAL BROTHERS VERDEGAAL BROTHERS	4,584.94	0804043-IN	1500 BALLON US-15 LIQUID	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134581	HOLT LUMBER INC HOLT LUMBER INC	55.84	522587	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134582	HOME DEPOT U S A INC DBA HOME DEPOT STORES, THE- SUPPLYWORKS	690.20	497219550	RESTROOM SUPPLIES	

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1722 PARKS & REC-PARKS	7495 PROF AND SPEC SERVICES	6/27/19	134590	KINGS CO DEPT OF AG KINGS CO DEPT OF AG	20.00	18448	CONTAINER INSPECT	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134591	PHILLIP J GAPEN DBA KINGS CO MOBILE LOCKSMITH SVC	73.36	4597	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134604	MORGAN & SLATES MORGAN & SLATES	7.45	1558983	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134604	MORGAN & SLATES MORGAN & SLATES	13.11	1559476	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134604	MORGAN & SLATES MORGAN & SLATES	39.12	1560035	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134604	MORGAN & SLATES MORGAN & SLATES	104.83	1560193	BLANKET PURCHASE ORDER	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134605	NICK CHAMPI ENTERPRISES INC NICK CHAMPI ENTERPRISES INC	229.00	23399	CENTENIAL PK LOCK RPR	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134605	NICK CHAMPI ENTERPRISES INC NICK CHAMPI ENTERPRISES INC	389.00	23400	FREEDM PK LOCK RPR	
	7650 CHEMICALS	6/27/19	134638	PATRICK ENTERPRISES, INC DBA SUPERIOR SOIL SUPPLEMENTS	11,797.50	19-82895	22 TONS GYPSUM	
Division Total 1722 PARKS & REC-PARKS					37,069.84			
2010 PW-ADMINISTRATION & ENGR	7300 UNIFORM EXPENSE	6/19/19	134410	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	58.30		UNIFORMS ENGINEERING	
	7460 DUPLICATING EXPENSE	6/19/19	134510	XEROX CORP XEROX CORP	733.26	097119987	2019-05	
	7320 COMMUNICATIONS	6/27/19	134527	A T & T A T & T (13982)	21.00	13158091	583-1529 2019-05	
	819119 1-PRINTER/CANON TX4000	6/27/19	134557	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	8,671.16	267351	44 INCH PRINTER	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134627	SHRED-IT US JV LLC DBA SHRED-IT USA LLC	75.03	8127450666	DOC SHREDDING	

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Division Total 2010 PW-ADMINISTRATION & ENGR					9,558.75			
2011 PW-STREET MAINTENANCE	7300 UNIFORM EXPENSE	6/19/19	134410	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	245.70		UNIFORMS ST MAINT	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134436	SHERWIN WILLIAMS COMPANY DBA FRAZEE INDUSTRIES	64.76	9137-4	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134457	K R C SAFETY CO INC K R C SAFETY CO INC	49.80	42691	2 SAFETY VESTS	
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	36,274.85		2019-05	
	7720 STREET CONST & MAINT MTR	6/19/19	134498	TERRY JOHNSON TRUCKING, INC TERRY JOHNSON TRUCKING, INC	526.32	108093	24.48 TONS SAND	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134529	ALERT-O-LITE ALERT-O-LITE	459.10	0042324-IN	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134529	ALERT-O-LITE ALERT-O-LITE	462.20	0043104-IN	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134529	ALERT-O-LITE ALERT-O-LITE	540.88	0043458-IN	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134561	ENNIS PAINT INC DBA ENNIS TRAFFIC SAFETY SOLUTIONS	1,072.50	374078	BEADS, GLASS	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134561	ENNIS PAINT INC DBA ENNIS TRAFFIC SAFETY SOLUTIONS	2,574.00	374078	PAINT, RED	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134561	ENNIS PAINT INC DBA ENNIS TRAFFIC SAFETY SOLUTIONS	2,538.82	374078	PAINT, WHITE	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134561	ENNIS PAINT INC DBA ENNIS TRAFFIC SAFETY SOLUTIONS	2,394.89	374078	PAINT, YLW	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134561	ENNIS PAINT INC DBA ENNIS TRAFFIC SAFETY SOLUTIONS	2,059.20	374078	PAINT, YLW	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134561	ENNIS PAINT INC DBA ENNIS TRAFFIC SAFETY SOLUTIONS	2,059.20	374078	PAINT, YLW	

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2011 PW-STREET MAINTENANCE	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134586	J A MOMANEY SERVICES INC DBA J A M SERVICES INC	1,350.06	120334	LIGHTPIPE ASSEMBLY	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134604	MORGAN & SLATES MORGAN & SLATES	19.91	1557464	BLANKET PURCHASE ORDER	
	7780 UTILITIES-ELECTRICITY	6/27/19	134608	P G & E P G & E	319.20		2019-05 6899346425-1	
	Division Total 2011 PW-STREET MAINTENANCE				53,011.39			
2014 SPECIAL AVIATION	819650 RUNWAY 14-32 REHAB	6/19/19	134470	MEAD & HUNT INC MEAD & HUNT INC	10,750.52	287741	PROF SVCS 1/1-1/31	
	819650 RUNWAY 14-32 REHAB	6/19/19	134470	MEAD & HUNT INC MEAD & HUNT INC	25,037.92	290609	PROF SVCS 4/1-30	
	819650 RUNWAY 14-32 REHAB	6/27/19	134602	MEAD & HUNT INC MEAD & HUNT INC	2,278.10	291163	PROF SVCS 5/1-31	
	819650 RUNWAY 14-32 REHAB	6/27/19	134602	MEAD & HUNT INC MEAD & HUNT INC	20,406.78	291221	PROF SVCS 5/1-31	
	Division Total 2014 SPECIAL AVIATION				58,473.32			
2020 AIRPORT-OPERATING	7320 COMMUNICATIONS	6/19/19	134403	A T & T A T & T (13982)	28.34	13158102	2019-05	
	7433 FUEL AND LUBE MAINTENANCE	6/19/19	134411	W BANKS MOORE, INC DBA BANKS & CO	827.34	WO-7895	FUEL SYSTEM REPAIRS	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134436	SHERWIN WILLIAMS COMPANY DBA FRAZEE INDUSTRIES	14.84	1961885706	ARPT PAINT	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134436	SHERWIN WILLIAMS COMPANY DBA FRAZEE INDUSTRIES	157.17	1881885706	ARPT WALL PAINT	
	7495 PROF AND SPEC SERVICES	6/19/19	134461	KINGS COUNTY AIR CONDITIONING, INC KINGS COUNTY AIR CONDITIONING, INC	120.00	3293	ARPT ROOF JACKS	

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2020	7600	6/19/19	134474	NUTRIEN AG SOLUTIONS INC	2,906.48	39245389	AIRPORT HERBICIDE APP	
AIRPORT-OPERATING	SPECIAL DEPARTMENTAL EX			NUTRIEN AG SOLUTIONS INC				
	7495	6/19/19	134483	PYRAMID SYSTEMS, INC	1,000.00	13237	OFFICE CABINET	
	PROF AND SPEC SERVICES			PYRAMID SYSTEMS, INC				
	7600	6/19/19	134488	ROBINSON'S INTERIORS, INC	2,700.00	51156	ARPT VYNL FLOOR TILE	
	SPECIAL DEPARTMENTAL EX			ROBINSON'S INTERIORS, INC				
	7780	6/19/19	134493	SOUTHERN CALIF EDISON CO	1,019.10		2019-05	
	UTILITIES-ELECTRICITY			SOUTHERN CALIF EDISON CO				
	7433	6/27/19	134539	W BANKS MOORE, INC DBA	100.00	WO-8108	BLANKET PURCHASE ORDER	
	FUEL AND LUBE MAINTENANC			BANKS & CO				
	7433	6/27/19	134539	W BANKS MOORE, INC DBA	100.00	WO-8114	BLANKET PURCHASE ORDER	
FUEL AND LUBE MAINTENANC			BANKS & CO					
7495	6/27/19	134569	ERIC DODD DBA	439.09	3011	AIRPORT ELECT WORK		
PROF AND SPEC SERVICES			GILBERT ELECTRIC CO					
7495	6/27/19	134569	ERIC DODD DBA	521.72	3019	REROUTE CABLE LINE		
PROF AND SPEC SERVICES			GILBERT ELECTRIC CO					
7495	6/27/19	134569	ERIC DODD DBA	850.00	3015	WATER FOUNTAIN WIRE		
PROF AND SPEC SERVICES			GILBERT ELECTRIC CO					
Division Total 2020 AIRPORT-OPERATING					10,784.08			
2021	819662	6/27/19	134652	JIMMY THE JUNKER INC	18,220.00	6788	FUEL TANK (JET "A") ABAND	
AIRPORT-CAPITAL	AIRPORT FUEL TANK ABANDC			WILLIAMS EXCAVATION				
	819662	6/27/19	134652	JIMMY THE JUNKER INC	3,910.00	6792	FUEL TANK (JET "A") ABAND	
	AIRPORT FUEL TANK ABANDC			WILLIAMS EXCAVATION				
Division Total 2021 AIRPORT-CAPITAL					22,130.00			
2031	7300	6/19/19	134410	ARAMARK UNIFORM SERVICES, INC	391.95		UNIFORMS REFUSE	
REFUSE	UNIFORM EXPENSE			ARAMARK UNIFORM SERVICES, INC				

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2031 REFUSE	819604 CORP YARD WASH BAY RENC	6/19/19	134450	HOME DEPOT U S A INC DBA HOME DEPOT STORES, THE- SUPPLYWORKS	517.23	495284143	URINALS ARPT BATHRM	
	7550 OTHER CONTRACTUAL SERV	6/19/19	134462	KINGS WASTE & RECYCLE AUTHORITY KINGS WASTE & RECYCLE AUTHORITY	302,615.95		2019-05 TIPPING FEES	
	7470 PRINTING	6/27/19	134531	ALL VALLEY PRINTING ALL VALLEY PRINTING	714.44	190412	HANG TAGS	
	819604 CORP YARD WASH BAY RENC	6/27/19	134582	HOME DEPOT U S A INC DBA HOME DEPOT STORES, THE- SUPPLYWORKS	359.64	496279480	CORP YARD PARTS	
	819604 CORP YARD WASH BAY RENC	6/27/19	134582	HOME DEPOT U S A INC DBA HOME DEPOT STORES, THE- SUPPLYWORKS	1,289.86	498341866	SINK WALL CARRIER	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134591	PHILLIP J GAPEN DBA KINGS CO MOBILE LOCKSMITH SVC	12.03	4631	BLANKET PURCHASE ORDER	
	7412 EQUIPMENT MAINTENANCE	6/27/19	134604	MORGAN & SLATES MORGAN & SLATES	44.40	1559356	BLANKET PURCHASE ORDER	
	7300 UNIFORM EXPENSE	6/27/19	134653	WORKINGMAN'S STORE INC WORKINGMAN'S STORE INC	160.00	101851	HERNANDEZ BOOTS	
	Division Total 2031 REFUSE				306,105.50			
2032 REFUSE-STREET CLEANING	7300 UNIFORM EXPENSE	6/19/19	134410	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	87.12		UNIFORMS ST CLNING	
	Division Total 2032 REFUSE-STREET CLEANING				87.12			
2040 FLEET MAINTENANCE	7495 PROF AND SPEC SERVICES	6/19/19	134401	A & E WELDING & MACHINE, INC A & E WELDING & MACHINE, INC	3,649.20	3766	RPR BEAM #142	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134405	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	604.28	F003541227	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134405	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	322.97	F003542105	BLANKET PURCHASE ORDERS	

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2040 FLEET MAINTENANCE	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134405	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	81.03	F003542915	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134405	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	90.35	F003543512	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134405	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	646.86	F003543550	BLANKET PURCHASE ORDERS	
	7495 PROF AND SPEC SERVICES	6/19/19	134409	MARCO A RODRIGUEZ DBA ANTHONY'S AUTO DETAIL & PAINT	615.00	202023	LBR RPR #18	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134409	MARCO A RODRIGUEZ DBA ANTHONY'S AUTO DETAIL & PAINT	180.72	202023	PTS RPR #18	
	7300 UNIFORM EXPENSE	6/19/19	134410	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	213.90		UNIFORMS FLEET	
	7495 PROF AND SPEC SERVICES	6/19/19	134413	MC KEE ENTERPRISES, LLC DBA BRAD'S HANFORD SMOG-N-TUNE	35.00	69086	BLANKET PURCHASE ORDER	
	7495 PROF AND SPEC SERVICES	6/19/19	134413	MC KEE ENTERPRISES, LLC DBA BRAD'S HANFORD SMOG-N-TUNE	35.00	69089	BLANKET PURCHASE ORDER	
	7495 PROF AND SPEC SERVICES	6/19/19	134413	MC KEE ENTERPRISES, LLC DBA BRAD'S HANFORD SMOG-N-TUNE	35.00	69090	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134421	CALIF TURF EQUIPMENT & SUPPLY INC CALIF TURF EQUIPMENT & SUPPLY INC	2,053.09	415060	PARTS #207	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134421	CALIF TURF EQUIPMENT & SUPPLY INC CALIF TURF EQUIPMENT & SUPPLY INC	8.63	415146	PARTS #207	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134431	DISPENSING TECHNOLOGY CORP DISPENSING TECHNOLOGY CORP	2,451.25	12186	BLANKET PURCHASE ORDER	
	7433 FUEL AND LUBE MAINTENANC	6/19/19	134432	ELBERT DISTRIBUTING, INC ELBERT DISTRIBUTING, INC	294.43	PI0018710	BLANKET PURCHASE ORDER	
	7433 FUEL AND LUBE MAINTENANC	6/19/19	134432	ELBERT DISTRIBUTING, INC ELBERT DISTRIBUTING, INC	848.26	PI0018963	BLANKET PURCHASE ORDER	
	7433 FUEL AND LUBE MAINTENANC	6/19/19	134432	ELBERT DISTRIBUTING, INC ELBERT DISTRIBUTING, INC	294.43	PI0019229	BLANKET PURCHASE ORDER	

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2040 FLEET MAINTENANCE	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134432	ELBERT DISTRIBUTING, INC ELBERT DISTRIBUTING, INC	167.20	PI0019230	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134442	GOLDEN STATE PETERBILT GOLDEN STATE PETERBILT	339.02	F813201	BLANKET PURCHASE ORDER	
	7495 PROF AND SPEC SERVICES	6/19/19	134446	HAAKER EQUIP CO HAAKER EQUIP CO	943.17	W55683	LBR RPR #299	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134446	HAAKER EQUIP CO HAAKER EQUIP CO	101.16	W55683	PTS RPR #299	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134452	HYDRAULIC CONTROLS, INC HYDRAULIC CONTROLS, INC	35.73	02155228	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134452	HYDRAULIC CONTROLS, INC HYDRAULIC CONTROLS, INC	515.54	02155360	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134454	JACK B MARTIN DBA JACK MARTIN'S SIGNWORKS	82.45	26514	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134455	JEFF'S AUTO SUPPLY JEFF'S AUTO SUPPLY	5.85	D214488	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134455	JEFF'S AUTO SUPPLY JEFF'S AUTO SUPPLY	503.06	D214582	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134455	JEFF'S AUTO SUPPLY JEFF'S AUTO SUPPLY	142.56	D214626	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134455	JEFF'S AUTO SUPPLY JEFF'S AUTO SUPPLY	85.69	D214636	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134455	JEFF'S AUTO SUPPLY JEFF'S AUTO SUPPLY	93.23	D214724	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134463	KROEGER EQUIP & SUPPLY KROEGER EQUIP & SUPPLY	489.44	K214055	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134463	KROEGER EQUIP & SUPPLY KROEGER EQUIP & SUPPLY	253.52	K215084	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134463	KROEGER EQUIP & SUPPLY KROEGER EQUIP & SUPPLY	359.86	K215755	BLANKET PURCHASE ORDER	

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2040 FLEET MAINTENANCE	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134463	KROEGER EQUIP & SUPPLY	358.97	K216098	BLANKET PURCHASE ORDER	
				KROEGER EQUIP & SUPPLY				
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134465	LAWSON PRODUCTS, INC	241.98	9306762343	BLANKET PURCHASE ORDER	
				LAWSON PRODUCTS, INC				
	7495 PROF AND SPEC SERVICES	6/19/19	134468	LITTLE WORLEY'S AUTO ELECTRIC	35.00	52228	BLANKET PURCHASE ORDER	
				LITTLE WORLEY'S AUTO ELECTRIC				
	7495 PROF AND SPEC SERVICES	6/19/19	134468	LITTLE WORLEY'S AUTO ELECTRIC	35.00	52231	BLANKET PURCHASE ORDER	
				LITTLE WORLEY'S AUTO ELECTRIC				
	7495 PROF AND SPEC SERVICES	6/19/19	134468	LITTLE WORLEY'S AUTO ELECTRIC	65.67	52247	BLANKET PURCHASE ORDER	
				LITTLE WORLEY'S AUTO ELECTRIC				
	7495 PROF AND SPEC SERVICES	6/19/19	134468	LITTLE WORLEY'S AUTO ELECTRIC	35.00	52286	BLANKET PURCHASE ORDER	
				LITTLE WORLEY'S AUTO ELECTRIC				
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134492	SMITH AUTO PARTS, INC	(386.09)	01CR054074	BLANKET PURCHASE ORDER	
				SMITH AUTO PARTS, INC				
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134492	SMITH AUTO PARTS, INC	139.47	01IN362560	BLANKET PURCHASE ORDER	
				SMITH AUTO PARTS, INC				
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134492	SMITH AUTO PARTS, INC	246.62	01IN363095	BLANKET PURCHASE ORDER	
				SMITH AUTO PARTS, INC				
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134492	SMITH AUTO PARTS, INC	193.05	01IN364601	BLANKET PURCHASE ORDER	
				SMITH AUTO PARTS, INC				
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134492	SMITH AUTO PARTS, INC	1,095.86	01IN364610	BLANKET PURCHASE ORDER	
				SMITH AUTO PARTS, INC				
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134492	SMITH AUTO PARTS, INC	307.85	01IN364746	BLANKET PURCHASE ORDER	
				SMITH AUTO PARTS, INC				
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134492	SMITH AUTO PARTS, INC	425.50	01IN369324	BLANKET PURCHASE ORDER	
				SMITH AUTO PARTS, INC				
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO	2,443.17		2019-05	
				SOUTHERN CALIF EDISON CO				
	7495 PROF AND SPEC SERVICES	6/19/19	134506	WATERDROPS EXPRESS CAR WASH LLC	620.00	535841	11TH AVE CAR WASHES-BLANK	
				WATERDROPS EXPRESS CAR WASH LLC				

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2040 FLEET MAINTENANCE	7495 PROF AND SPEC SERVICES	6/19/19	134507	WATERDROPS EXPRESS CAR WASH LLC	80.00	128797	LACEY WASHES BLANKET PO	
				WATERDROPS EXPRESS CAR WASH LLC				
	7495 PROF AND SPEC SERVICES	6/19/19	134509	WORLD OIL ENVIRONMENTAL SERVICES	65.00	I5000045051	USED OIL	
				WORLD OIL ENVIORNMENTAL SERVICES				
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134529	ALERT-O-LITE	371.03	0043864-IN	BLANKET PURCHASE ORDER	
				ALERT-O-LITE				
	7434 TIRES AND TUBES	6/27/19	134558	DELRAY TIRE & RETREADING, INC	43.49	750031419	BLANKET PURCHASE ORDER	
				DELRAY TIRE & RETREADING, INC				
	7434 TIRES AND TUBES	6/27/19	134558	DELRAY TIRE & RETREADING, INC	91.78	750031445	BLANKET PURCHASE ORDER	
				DELRAY TIRE & RETREADING, INC				
	7434 TIRES AND TUBES	6/27/19	134558	DELRAY TIRE & RETREADING, INC	701.76	750031605	BLANKET PURCHASE ORDER	
				DELRAY TIRE & RETREADING, INC				
	7434 TIRES AND TUBES	6/27/19	134558	DELRAY TIRE & RETREADING, INC	1,025.93	750031614	BLANKET PURCHASE ORDER	
				DELRAY TIRE & RETREADING, INC				
	7434 TIRES AND TUBES	6/27/19	134558	DELRAY TIRE & RETREADING, INC	338.35	750031643	BLANKET PURCHASE ORDER	
				DELRAY TIRE & RETREADING, INC				
	7434 TIRES AND TUBES	6/27/19	134558	DELRAY TIRE & RETREADING, INC	5,632.23	750031648	BLANKET PURCHASE ORDER	
				DELRAY TIRE & RETREADING, INC				
	7434 TIRES AND TUBES	6/27/19	134558	DELRAY TIRE & RETREADING, INC	338.35	750031650	BLANKET PURCHASE ORDER	
				DELRAY TIRE & RETREADING, INC				
	7434 TIRES AND TUBES	6/27/19	134558	DELRAY TIRE & RETREADING, INC	578.25	750031808	BLANKET PURCHASE ORDER	
				DELRAY TIRE & RETREADING, INC				
	7434 TIRES AND TUBES	6/27/19	134558	DELRAY TIRE & RETREADING, INC	22.00	750031825	BLANKET PURCHASE ORDER	
				DELRAY TIRE & RETREADING, INC				
	7434 TIRES AND TUBES	6/27/19	134558	DELRAY TIRE & RETREADING, INC	1,801.72	750031916	BLANKET PURCHASE ORDER	
				DELRAY TIRE & RETREADING, INC				
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134564	FASTENAL INDUSTRIAL & CONST SUPP	13.74	CAHAN7577	BLANKET PURCHASE ORDER	
				FASTENAL INDUSTRIAL & CONST SUPP				
	7433 FUEL AND LUBE MAINTENANC	6/27/19	134584	INTER STATE OIL COMPANY	21,007.26	D3637WC-IN	FUEL-BLANKET PO	
				INTER STATE OIL COMPANY				

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2040	7495	6/27/19	134588	KATHLEEN & DALE JONES INC DBA	60.00	10979	TOW UNIT #13 PD	
FLEET MAINTENANCE	PROF AND SPEC SERVICES			K & D TOWING				
	7600	6/27/19	134594	LAWRENCE TRACTOR CO	2.38	350215	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			LAWRENCE TRACTOR CO				
	7600	6/27/19	134594	LAWRENCE TRACTOR CO	23.01	350476	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			LAWRENCE TRACTOR CO				
	7600	6/27/19	134594	LAWRENCE TRACTOR CO	72.84	350643	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			LAWRENCE TRACTOR CO				
	7600	6/27/19	134594	LAWRENCE TRACTOR CO	16.86	352339	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			LAWRENCE TRACTOR CO				
	7600	6/27/19	134594	LAWRENCE TRACTOR CO	2,313.54	352435	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			LAWRENCE TRACTOR CO				
	7600	6/27/19	134594	LAWRENCE TRACTOR CO	85.76	352635	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			LAWRENCE TRACTOR CO				
	7600	6/27/19	134594	LAWRENCE TRACTOR CO	6.18	353958	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			LAWRENCE TRACTOR CO				
	7600	6/27/19	134604	MORGAN & SLATES	5.44	1552728	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			MORGAN & SLATES				
	7600	6/27/19	134604	MORGAN & SLATES	0.38	1555170	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			MORGAN & SLATES				
	7600	6/27/19	134604	MORGAN & SLATES	75.63	1556770	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			MORGAN & SLATES				
	7600	6/27/19	134604	MORGAN & SLATES	115.06	1557817	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			MORGAN & SLATES				
	7600	6/27/19	134604	MORGAN & SLATES	139.14	1557839	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			MORGAN & SLATES				
	7600	6/27/19	134604	MORGAN & SLATES	19.55	1558115	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			MORGAN & SLATES				
	7600	6/27/19	134604	MORGAN & SLATES	38.67	1559835	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			MORGAN & SLATES				

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2040 FLEET MAINTENANCE	7600 SPECIAL DEPARTMENTAL EXPENSE	6/27/19	134607	ORTON'S EQUIPMENT COMPANY	113.79	PI50817	BLANKET PURCHASE ORDER		
	7600 SPECIAL DEPARTMENTAL EXPENSE	6/27/19	134617	QUINN COMPANY	311.72	PC00043218	BLANKET PURCHASE ORDER		
	7600 SPECIAL DEPARTMENTAL EXPENSE	6/27/19	134617	QUINN COMPANY	138.00	WO0400276	BLANKET PURCHASE ORDER		
	7495 PROF AND SPEC SERVICES	6/27/19	134626	SEQUOIA EQUIP CO INC	1,659.00	115557	LBR RPR #177		
	7600 SPECIAL DEPARTMENTAL EXPENSE	6/27/19	134626	SEQUOIA EQUIP CO INC	758.47	115557	PTS RPR #177		
	7433 FUEL AND LUBE MAINTENANCE	6/27/19	134629	SILVAS OIL CO INC	21,938.50	844441	FUEL BLANKET PO		
	7300 UNIFORM EXPENSE	6/27/19	134653	WORKINGMAN'S STORE INC	160.00	101462	J POTTER BOOTS		
	Division Total 2040 FLEET MAINTENANCE				82,598.74				
	2050 FLEET REPLACEMENT RESERVE	819304 1-TRUCK (REPL #71)	6/27/19	134574	HANFORD AUTO & TRUCK PARTS, INC	156.93	224811		HITCH PARTS/TIE DOWNS
HANFORD AUTO & TRUCK PARTS, INC									
Division Total 2050 FLEET REPLACEMENT RESERVE				156.93					
2061 STORM DRAINAGE-OPERATING	7320 COMMUNICATIONS	6/19/19	134403	A T & T	20.63	13158088	584-9430 2019-05		
	7300 UNIFORM EXPENSE	6/19/19	134410	ARAMARK UNIFORM SERVICES, INC	156.00		UNIFORMS STORM DRN		
	7600 SPECIAL DEPARTMENTAL EXPENSE	6/19/19	134495	STONE'S CONCRETE LLC	664.86	115270	5TH ST STORM LINE		
	819302 1-TRUCK, FLATBED DUMP	6/27/19	134589	J V A C INC DBA	44,514.57	1FDRF3E37	2019 FORD F-350 FLATBED T		
	KELLER FORD LINCOLN								

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Division Total 2061 STORM DRAINAGE-OPERATING 45,356.06								
2062	819628	6/19/19	134469	MATTOS UNDERGROUND CONST, INC	52,447.54	19031-1	UPGRADE LIFT STATION - IN	
STORM DRAINAGE-CAPITAL	STORM DRAIN PUMP #49 UPG			MATTOS UNDERGROUND CONST, INC				
Division Total 2062 STORM DRAINAGE-CAPITAL 52,447.54								
2071	7550	6/19/19	134406	D S WATERS OF AMERICA, INC DBA	76.79	94082116/19	BLANKET PURCHASE ORDER	
WASTEWATER OPERATING	OTHER CONTRACTUAL SERV			ALHAMBRA & SIERRA SPRINGS				
	7300	6/19/19	134410	ARAMARK UNIFORM SERVICES, INC	393.15		UNIFORMS WWTP	
	UNIFORM EXPENSE			ARAMARK UNIFORM SERVICES, INC				
	7412	6/19/19	134444	GRAINGER, INC	190.32	916336622	BLANKET PURCHASE ORDER	
	EQUIPMENT MAINTENANCE			GRAINGER, INC				
	7412	6/19/19	134444	GRAINGER, INC	59.98	9184366194	BLANKET PURCHASE ORDER	
	EQUIPMENT MAINTENANCE			GRAINGER, INC				
	7495	6/19/19	134485	RESOURCE COMPLIANCE INC	650.00	011402	CL2 PROGRAM	
	PROF AND SPEC SERVICES			RESOURCE COMPLIANCE INC				
	7412	6/19/19	134491	SMART & FINAL CORP	61.98		LAB SUPPLIES	
	EQUIPMENT MAINTENANCE			SMART & FINAL CORP				
	7780	6/19/19	134493	SOUTHERN CALIF EDISON CO	23,915.22		2019-05	
	UTILITIES-ELECTRICITY			SOUTHERN CALIF EDISON CO				
	7412	6/19/19	134499	TURNUPSEED ELECTRIC	55.12	79922	BLANKET PURCHASE ORDER	
	EQUIPMENT MAINTENANCE			TURNUPSEED ELECTRIC				
	7460	6/19/19	134510	XEROX CORP	189.74	097119993	2019-05	
	DUPLICATING EXPENSE			XEROX CORP				
	7320	6/27/19	134527	A T & T	98.94	13158097	584-8633 2019-05	
	COMMUNICATIONS			A T & T (13982)				
	7650	6/27/19	134535	AQUA BEN CORP	6,561.56	38898	BLANKET PURCHASE ORDER	
	CHEMICALS			AQUA BEN CORP				
	7495	6/27/19	134536	ARAMARK UNIFORM SERVICES, INC	89.06	602123071	BLANKET PURCHASE ORDER	
	PROF AND SPEC SERVICES			ARAMARK UNIFORM SERVICES, INC				

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2071 WASTEWATER OPERATING	7495 PROF AND SPEC SERVICES	6/27/19	134536	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	97.79	602137476	BLANKET PURCHASE ORDER	
	7412 EQUIPMENT MAINTENANCE	6/27/19	134543	CAL WEST RAIN, INC CAL WEST RAIN, INC	26.10	0172627-IN	PIPE LEAK RPR	
	7412 EQUIPMENT MAINTENANCE	6/27/19	134562	EVANTEC LAB SUPPLY EVANTEC LAB SUPPLY	572.31	191703	BLANKET PURCHASE ORDER	
	7412 EQUIPMENT MAINTENANCE	6/27/19	134562	EVANTEC LAB SUPPLY EVANTEC LAB SUPPLY	122.35	191748	BLANKET PURCHASE ORDER	
	7495 PROF AND SPEC SERVICES	6/27/19	134563	FRUIT GROWERS LABORATORY, INC DBA F G L ENVIRONMENTAL	80.00	845185A	BLANKET PURCHASE ORDER	
	7495 PROF AND SPEC SERVICES	6/27/19	134563	FRUIT GROWERS LABORATORY, INC DBA F G L ENVIRONMENTAL	479.00	845530A	BLANKET PURCHASE ORDER	
	7495 PROF AND SPEC SERVICES	6/27/19	134563	FRUIT GROWERS LABORATORY, INC DBA F G L ENVIRONMENTAL	120.00	845542A	BLANKET PURCHASE ORDER	
	7495 PROF AND SPEC SERVICES	6/27/19	134563	FRUIT GROWERS LABORATORY, INC DBA F G L ENVIRONMENTAL	79.00	940715A	BLANKET PURCHASE ORDER	
	7412 EQUIPMENT MAINTENANCE	6/27/19	134599	LOU'S GLOVES INC LOU'S GLOVES INC	386.00	029048	GLOVES	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134604	MORGAN & SLATES MORGAN & SLATES	339.42	1556479	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134604	MORGAN & SLATES MORGAN & SLATES	14.78	1557023	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	6/27/19	134640	THATCHER CO OF CALIF INC THATCHER CO OF CALIF INC	12,045.04	264489	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	6/27/19	134640	THATCHER CO OF CALIF INC THATCHER CO OF CALIF INC	(6,000.00)	264490	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	6/27/19	134640	THATCHER CO OF CALIF INC THATCHER CO OF CALIF INC	12,045.04	264876	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	6/27/19	134640	THATCHER CO OF CALIF INC THATCHER CO OF CALIF INC	(6,000.00)	264877	BLANKET PURCHASE ORDER	

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2071 WASTEWATER OPERATING	7412 EQUIPMENT MAINTENANCE	6/27/19	134649	W M LYLES CO W M LYLES CO	1,615.30	1B	VALVE STEM REPLCEMNT	
	7412 EQUIPMENT MAINTENANCE	6/27/19	134651	WESTCOAST ROTOR, INC WESTCOAST ROTOR, INC	1,026.73	28010	OAFST SLUDGE PUMP	
	7412 EQUIPMENT MAINTENANCE	6/27/19	134651	WESTCOAST ROTOR, INC WESTCOAST ROTOR, INC	334.38	28020	RPR SLUDGE PUMP	
	7412 EQUIPMENT MAINTENANCE	6/27/19	134651	WESTCOAST ROTOR, INC WESTCOAST ROTOR, INC	1,285.40	28003	SLUDGE PUMP	
	Division Total 2071 WASTEWATER OPERATING				51,010.50			
2072 SANITARY SEWER COLLECTION	7300 UNIFORM EXPENSE	6/19/19	134410	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	132.50		UNIFORMS SEWR COLL	
	7320 COMMUNICATIONS	6/19/19	134424	COMCAST CABLE COMMUNICATIONS, INC COMCAST CABLE COMMUNICATIONS, INC	52.97	0439763 6/1	8155500390439763 SCADA	
	7780 UTILITIES-ELECTRICITY	6/19/19	134477	P G & E P G & E	451.83		2019-05 5401477022-3	
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	6,246.41		2019-05	
	7495 PROF AND SPEC SERVICES	6/27/19	134536	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	58.37	602123073	BLANKET PURCHASE ORDER	
	7495 PROF AND SPEC SERVICES	6/27/19	134536	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	56.41	602137478	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134604	MORGAN & SLATES MORGAN & SLATES	23.87	1557943	BLANKET PURCHASE ORDER	
	7780 UTILITIES-ELECTRICITY	6/27/19	134608	P G & E P G & E	243.91		2019-06 6359810294-3	
	Division Total 2072 SANITARY SEWER COLLECTION				7,266.27			

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2074	817668	6/27/19	134540	BLAIR CHURCH & FLYNN INC	1,414.50	59276	PROF SVCS 4/1-6/2	
WASTEWATER CAPITAL	9TH/HSTN AV SWR MN CONS			BLAIR CHURCH & FLYNN INC				
Division Total 2074 WASTEWATER CAPITAL					1,414.50			
2081	7320	6/19/19	134403	A T & T	20.63	13158096	584-0137 2019-05	
WATER-OPERATIONS	COMMUNICATIONS			A T & T (13982)				
	7300	6/19/19	134410	ARAMARK UNIFORM SERVICES, INC	595.00		UNIFORMS WATER OPS	
	UNIFORM EXPENSE			ARAMARK UNIFORM SERVICES, INC				
	7450	6/19/19	134420	CALIF RURAL WATER ASSOC	1,302.00		RURAL WATER MBRSHIP	
	PUBLICATIONS AND DUES			CALIF RURAL WATER ASSOC				
	7320	6/19/19	134424	COMCAST CABLE COMMUNICATIONS, INC	52.97	0439763 6/1	8155500390439763 SCADA	
	COMMUNICATIONS			COMCAST CABLE COMMUNICATIONS, INC				
	7600	6/19/19	134445	FERGUSON ENTERPRISES INC 1423 DBA	339.98	1459348	SAW BLADE	
	SPECIAL DEPARTMENTAL EX			GROENIGER & CO				
	7600	6/19/19	134445	FERGUSON ENTERPRISES INC 1423 DBA	156.70	1460256	WD40 SPRY	
	SPECIAL DEPARTMENTAL EX			GROENIGER & CO				
	7600	6/19/19	134473	NICK CHAMPI ENTERPRISES INC	50.05	23144	TEMP FENCE RENT	
	SPECIAL DEPARTMENTAL EX			NICK CHAMPI ENTERPRISES INC				
	7600	6/19/19	134473	NICK CHAMPI ENTERPRISES INC	50.05	23161	TEMP FENCE RENT	
	SPECIAL DEPARTMENTAL EX			NICK CHAMPI ENTERPRISES INC				
	7600	6/19/19	134473	NICK CHAMPI ENTERPRISES INC	50.05	23184	TEMP FENCE RENT	
	SPECIAL DEPARTMENTAL EX			NICK CHAMPI ENTERPRISES INC				
	7650	6/19/19	134474	NUTRIEN AG SOLUTIONS INC	327.11	3933336	SPRAY CHEMICAL	
	CHEMICALS			NUTRIEN AG SOLUTIONS INC				
	7412	6/19/19	134497	TELSTAR INSTRUMENTS, INC	721.27	99432	SCADA RADIO FAN	
	EQUIPMENT MAINTENANCE			TELSTAR INSTRUMENTS, INC				
	7650	6/19/19	134500	UNIVAR	405.07	FO905340	BLANKET PURCHASE ORDER	
	CHEMICALS			UNIVAR				
	7650	6/19/19	134500	UNIVAR	246.22	FO905341	BLANKET PURCHASE ORDER	
	CHEMICALS			UNIVAR				

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2081 WATER-OPERATIONS	7650 CHEMICALS	6/19/19	134500	UNIVAR	563.92	FO905342	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	6/19/19	134500	UNIVAR	365.36	FO905343	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	6/19/19	134500	UNIVAR	408.25	FO905561	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	6/19/19	134500	UNIVAR	740.24	FO905562	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	6/19/19	134500	UNIVAR	119.13	FO905564	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	6/19/19	134500	UNIVAR	619.52	FO905565	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	6/19/19	134500	UNIVAR	444.79	FO905686	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	6/19/19	134500	UNIVAR	397.12	FO905687	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	6/19/19	134500	UNIVAR	571.86	FO905688	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	6/19/19	134500	UNIVAR	206.51	FO905689	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	6/19/19	134500	UNIVAR	186.56	FO905704	BLANKET PURCHASE ORDER	
				UNIVAR				
	7495 PROF AND SPEC SERVICES	6/19/19	134512	ZENNER PERFORMANCE METERS INC	450.00	0046962-IN	LEASED MTR HANDHELD	
				ZENNER PERFORMANCE METERS INC				
	7450 PUBLICATIONS AND DUES	6/27/19	134546	CALIF STATE WATER RESOURCE CTL BRD	60.00	38252	A ELIAS GR2 CERT	
				CALIF STATE WATER RESOURCE CTL BRD				
	7450 PUBLICATIONS AND DUES	6/27/19	134547	CALIF STATE WATER RESOURCE CTL BRD	70.00		J CANCEL GR1 CERT	
				CALIF STATE WATER RESOURCE CTL BRD				
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134604	MORGAN & SLATES	19.44	1558756	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				

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2081 WATER-OPERATIONS	7495 PROF AND SPEC SERVICES	6/27/19	134605	NICK CHAMPI ENTERPRISES INC NICK CHAMPI ENTERPRISES INC	12,750.00	23398	WELL #50 CONCRETE WK	
	7495 PROF AND SPEC SERVICES	6/27/19	134605	NICK CHAMPI ENTERPRISES INC NICK CHAMPI ENTERPRISES INC	14,915.00	23397	WELL #50 FENCE/GATES	
	7650 CHEMICALS	6/27/19	134643	UNIVAR UNIVAR	571.86	FO905870	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	6/27/19	134643	UNIVAR UNIVAR	873.68	FO905871	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	6/27/19	134643	UNIVAR UNIVAR	254.17	FO905872	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	6/27/19	134643	UNIVAR UNIVAR	428.90	FO905873	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	6/27/19	134643	UNIVAR UNIVAR	349.47	FO905994	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	6/27/19	134643	UNIVAR UNIVAR	476.56	FO905995	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	6/27/19	134643	UNIVAR UNIVAR	587.76	FO905996	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	6/27/19	134643	UNIVAR UNIVAR	587.76	FO905997	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	6/27/19	134643	UNIVAR UNIVAR	174.74	FO905998	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	6/27/19	134644	MICHAEL MARIS DBA VASCO, THE POOL PEOPLE	76.15	18367	BLANKET PURCHASE ORDER	
Division Total 2081 WATER-OPERATIONS					41,585.85			
2091 INTERMODAL-OPERATING	7550 OTHER CONTRACTUAL SERV	6/19/19	134448	BERNADETTE A OLIVEIRA DBA HANFORD JANITORIAL SERVICE	715.00		2019-06 AMTRAK	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134527	A T & T A T & T (13982)	37.95	13158094	583-9688 2019-05	

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Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
2091 INTERMODAL-OPERATING	7550 OTHER CONTRACTUAL SERV	6/27/19	134552	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	50.00		2019-06 SANTA FE	
Division Total 2091 INTERMODAL-OPERATING					802.95			
2100 BUILDING MAINTENANCE	7550 OTHER CONTRACTUAL SERV	6/19/19	134407	AMERICAN INCORPORATED AMERICAN INCORPORATED	247.50	7098792	RPR CORP AC UNIT	
	7300 UNIFORM EXPENSE	6/19/19	134410	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	219.34		UNIFORMS BLDG MAINT	
	7550 OTHER CONTRACTUAL SERV	6/19/19	134410	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	14.00	602158206	TRAINSTATION MATS	
	7550 OTHER CONTRACTUAL SERV	6/19/19	134410	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	50.99	602165410	TRAINSTATION MATS	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134436	SHERWIN WILLIAMS COMPANY DBA FRAZEE INDUSTRIES	10.47	4831914005	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134436	SHERWIN WILLIAMS COMPANY DBA FRAZEE INDUSTRIES	25.50	5681914005	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134436	SHERWIN WILLIAMS COMPANY DBA FRAZEE INDUSTRIES	151.65	5921914005	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134436	SHERWIN WILLIAMS COMPANY DBA FRAZEE INDUSTRIES	10.91	8651914005	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134436	SHERWIN WILLIAMS COMPANY DBA FRAZEE INDUSTRIES	72.88	9761885705	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134444	GRAINGER, INC GRAINGER, INC	141.92	9183250357	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134444	GRAINGER, INC GRAINGER, INC	(141.92)	9192284009	BLANKET PURCHASE ORDER	
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	7,626.00		2019-05	
	7320 COMMUNICATIONS	6/27/19	134527	A T & T A T & T (13982)	39.62	13158101	585-0706 2019-05	

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2100 BUILDING MAINTENANCE	7550 OTHER CONTRACTUAL SERV	6/27/19	134532	AMERICAN INCORPORATED AMERICAN INCORPORATED	105.00	7099199	DIAGNOSE AC UNIT	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134532	AMERICAN INCORPORATED AMERICAN INCORPORATED	176.25	7099197	RPR AC REC OFFICE	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134536	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	104.04	602129347	BLANKET PURCHASE ORDER	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134536	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	14.00	602172668	TRAIN STATION MATS	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134552	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	56.00		2019-06 CITY OFFICES	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134552	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	45.00		2019-06 CIVIC AUD	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134552	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	50.00		2019-06 COE PARK	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134552	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	45.00		2019-06 CORP YARD	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134552	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	50.00		2019-06 LONGFIELD	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134552	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	45.00		2019-06 POLICE	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134552	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	50.00		2019-06 POLICE INVEST	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134552	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	45.00		2019-06 VETS HALL	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134575	HANFORD GLASS, INC HANFORD GLASS, INC	22.00	28816	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134582	HOME DEPOT U S A INC DBA HOME DEPOT STORES, THE- SUPPLYWORKS	1,518.28	496573890	BI WEEKLY SUPPLY ORDR	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134591	PHILLIP J GAPEN DBA KINGS CO MOBILE LOCKSMITH SVC	110.73	4637	BLANKET PURCHASE ORDER	

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2100 BUILDING MAINTENANCE	7550 OTHER CONTRACTUAL SERV	6/27/19	134591	PHILLIP J GAPEN DBA KINGS CO MOBILE LOCKSMITH SVC	225.72	4641	BLANKET PURCHASE ORDER	
	7300 UNIFORM EXPENSE	6/27/19	134653	WORKINGMAN'S STORE INC WORKINGMAN'S STORE INC	198.40	101800	C DAVIS JKT BOOTS	
	Division Total 2100 BUILDING MAINTENANCE				11,329.28			
2102 BLDG(CITY)CAP/EQ RESERVE	7600 SPECIAL DEPARTMENTAL EX	6/19/19	134444	GRAINGER, INC GRAINGER, INC	1,493.99	9184997295	WET SECTION OF COOLR-SADI	
	7550 OTHER CONTRACTUAL SERV	6/27/19	134576	HANFORD ROOFING CO, INC HANFORD ROOFING CO, INC	2,250.00	19-2019-137	426 W LACEY ROOF RPRS	
	Division Total 2102 BLDG(CITY)CAP/EQ RESERVE				3,743.99			
2104 ACCUM CAPITAL OUTLAY	819314 5-CAR, PATROL	6/27/19	134554	COOK'S COMMUNICATIONS CORP COOK'S COMMUNICATIONS CORP	13,320.24	140737	UPFIT UNIT #36	
	Division Total 2104 ACCUM CAPITAL OUTLAY				13,320.24			
2131 COURTHOUSE SQUARE-OPERTNG	7495 PROF AND SPEC SERVICES	6/19/19	134448	BERNADETTE A OLIVEIRA DBA HANFORD JANITORIAL SERVICE	250.00		2019-06 CRTHSE	
	7495 PROF AND SPEC SERVICES	6/27/19	134532	AMERICAN INCORPORATED AMERICAN INCORPORATED	166.25	7099198	RPR AC STE 106	
	7495 PROF AND SPEC SERVICES	6/27/19	134544	CALIF DEPT OF INDUSTRIAL RELATIONS CALIF DEPT OF INDUSTRIAL RELATIONS	225.00	E 1654895 S	CRTHSE ELEVATOR PERMT	
	7495 PROF AND SPEC SERVICES	6/27/19	134552	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	60.00		2019-06 COURT HSE	
	7780 UTILITIES-ELECTRICITY	6/27/19	134631	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	2,546.88		2019-05	
	Division Total 2131 COURTHOUSE SQUARE-OPERTNG				3,248.13			

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2181 TRANSPORTN FACLT IMP FEE	819621 TRAF SIG/GRGVL & 13TH AVE	6/19/19	134441	ERIC DODD DBA GILBERT ELECTRIC CO	275.00	2986	TEMP LIGHT	
	819621 TRAF SIG/GRGVL & 13TH AVE	6/19/19	134464	LANE ENGINEERS, INC LANE ENGINEERS, INC	5,492.00	43248	PROF SVCS 4/1-4/30	
	819621 TRAF SIG/GRGVL & 13TH AVE	6/27/19	134569	ERIC DODD DBA GILBERT ELECTRIC CO	950.00	3001	TEMP LIGHT ELECT WORK	
	819621 TRAF SIG/GRGVL & 13TH AVE	6/27/19	134639	T R C ENGINEERS, INC T R C ENGINEERS, INC	2,766.15	23726	PROF SVCS TO 4/26/19	
	819624 LACEY WDN/10TH TO SIERRA	6/27/19	134655	ZUMWALT HANSEN, INC ZUMWALT HANSEN, INC	6,580.00	12861	PROF SVCS 4/28-6/9	
	Division Total 2181 TRANSPORTN FACLT IMP FEE 16,063.15							
240 LAD 90-1 T606 PINECASTLE	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	916.67	14057	2019-05	
	Division Total 240 LAD 90-1 T606 PINECASTLE 916.67							
241 LAD 90-2 T610 PARK MONTRY	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	52.08	14057	2019-05	
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	21.62		2019-05	
	Division Total 241 LAD 90-2 T610 PARK MONTRY 73.70							
242 LAD 90-3 T595 MANS #7 & 8	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	95.83	14057	2019-05	
	Division Total 242 LAD 90-3 T595 MANS #7 & 8 95.83							
243 LAD 90-4 T619 HYDE PARK	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	14.58	14057	2019-05	

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243	7780	6/19/19	134493	SOUTHERN CALIF EDISON CO	10.54		2019-05	
LAD 90-4 T619 HYDE PARK	UTILITIES-ELECTRICITY			SOUTHERN CALIF EDISON CO				
Division Total 243 LAD 90-4 T619 HYDE PARK					25.12			
244	7550	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE	77.08	14057	2019-05	
LAD 91-1 T641 SIERA VISTA	OTHER CONTRACTUAL SERV			ELITE MAINTENANCE AND TREE SERVICE				
	7780	6/19/19	134493	SOUTHERN CALIF EDISON CO	52.94		2019-05	
	UTILITIES-ELECTRICITY			SOUTHERN CALIF EDISON CO				
Division Total 244 LAD 91-1 T641 SIERA VISTA					130.02			
245	7550	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE	108.33	14057	2019-05	
LAD 92-1 PORTOFINO 1 & 2	OTHER CONTRACTUAL SERV			ELITE MAINTENANCE AND TREE SERVICE				
	7780	6/19/19	134493	SOUTHERN CALIF EDISON CO	10.55		2019-05	
	UTILITIES-ELECTRICITY			SOUTHERN CALIF EDISON CO				
Division Total 245 LAD 92-1 PORTOFINO 1 & 2					118.88			
246	7550	6/19/19	134422	CLEAN CUT LANDSCAPE MANAGEMENT INC	60.61	1943	2019-05	
LAD 92-2 CIELO EN TIERRA	OTHER CONTRACTUAL SERV			CLEAN CUT LANDSCAPE MANAGEMENT INC				
	7780	6/19/19	134493	SOUTHERN CALIF EDISON CO	7.88		2019-05	
	UTILITIES-ELECTRICITY			SOUTHERN CALIF EDISON CO				
Division Total 246 LAD 92-2 CIELO EN TIERRA					68.49			
247	7550	6/19/19	134422	CLEAN CUT LANDSCAPE MANAGEMENT INC	118.53	1943	2019-05	
LAD 93-1 T634 VINTAGE EST	OTHER CONTRACTUAL SERV			CLEAN CUT LANDSCAPE MANAGEMENT INC				
Division Total 247 LAD 93-1 T634 VINTAGE EST					118.53			
248	7550	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE	212.50	14057	2019-05	
LAD 93-2 T673 WALNUT FRST	OTHER CONTRACTUAL SERV			ELITE MAINTENANCE AND TREE SERVICE				

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248 LAD 93-2 T673 WALNUT FRST	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	21.18		2019-05	
Division Total 248 LAD 93-2 T673 WALNUT FRST					233.68			
249 LAD 94-1 T712 GATEWAY EST	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	67.50	14057	2019-05	
	7780 UTILITIES-ELECTRICITY	6/27/19	134631	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	22.52		2019-05	
Division Total 249 LAD 94-1 T712 GATEWAY EST					90.02			
250 LAD 94-2 T708 STONECREST	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	883.33	14057	2019-05	
	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	587.50	14057	2019-05 PARK	
	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	308.33	14057	2019-05 RR	
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	78.83		2019-05	
Division Total 250 LAD 94-2 T708 STONECREST					1,857.99			
251 LAD 94-3 T696 QUAIL RUN	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	1,185.41	14057	2019-05	
Division Total 251 LAD 94-3 T696 QUAIL RUN					1,185.41			
252 LAD 97-1 T711 ROSEWOOD	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	37.50	14057	2019-05	
Division Total 252 LAD 97-1 T711 ROSEWOOD					37.50			

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253 LAD 97-2 T742 SUMMERFLD	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE	28.33	14057	2019-05	
				ELITE MAINTENANCE AND TREE SERVICE				
	7780 UTILITIES-ELECTRICITY	6/27/19	134631	SOUTHERN CALIF EDISON CO	10.55		2019-05	
				SOUTHERN CALIF EDISON CO				
Division Total 253 LAD 97-2 T742 SUMMERFLD					38.88			
254 LAD 97-3 T743 COUNTRY CR	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE	604.17	14057	2019-05	
				ELITE MAINTENANCE AND TREE SERVICE				
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO	32.49		2019-05	
				SOUTHERN CALIF EDISON CO				
Division Total 254 LAD 97-3 T743 COUNTRY CR					636.66			
255 LAD 98-1 T747 CRYSTL SPR	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE	191.67	14057	2019-05	
				ELITE MAINTENANCE AND TREE SERVICE				
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO	10.62		2019-05	
				SOUTHERN CALIF EDISON CO				
Division Total 255 LAD 98-1 T747 CRYSTL SPR					202.29			
256 LAD 98-2 T759 MT VW #1	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE	400.00	14057	2019-05	
				ELITE MAINTENANCE AND TREE SERVICE				
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO	21.17		2019-05	
				SOUTHERN CALIF EDISON CO				
Division Total 256 LAD 98-2 T759 MT VW #1					421.17			
257 LAD 01-1 T680 PAC GR #1	7550 OTHER CONTRACTUAL SERV	6/19/19	134422	CLEAN CUT LANDSCAPE MANAGEMENT INC	134.74	1943	2019-05	
				CLEAN CUT LANDSCAPE MANAGEMENT INC				
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO	22.53		2019-05	
				SOUTHERN CALIF EDISON CO				

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Division Total 257 LAD 01-1 T680 PAC GR #1					157.27			
258 LAD 01-2 T770 CAMBRIA #1	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE	161.67	14057	2019-05	
				ELITE MAINTENANCE AND TREE SERVICE				
	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE	136.67	14057	2019-05 RR	
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO	22.57		2019-05	
Division Total 258 LAD 01-2 T770 CAMBRIA #1					320.91			
259 LAD 01-3 T771 POPPY HILL	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE	153.17	14057	2019-05	
				ELITE MAINTENANCE AND TREE SERVICE				
Division Total 259 LAD 01-3 T771 POPPY HILL					153.17			
260 LAD 01-4 T769 SILVER OAK	7550 OTHER CONTRACTUAL SERV	6/19/19	134422	CLEAN CUT LANDSCAPE MANAGEMENT INC	1,124.14	1943	2019-05	
				CLEAN CUT LANDSCAPE MANAGEMENT INC				
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO	63.68		2019-05	
Division Total 260 LAD 01-4 T769 SILVER OAK					1,187.82			
261 LAD 02-1 T776 ASHTON PARK	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE	825.00	14057	2019-05	
				ELITE MAINTENANCE AND TREE SERVICE				
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO	21.30		2019-05	
Division Total 261 LAD 02-1 T776 ASHTON PARK					846.30			
262 LAD 03-1 T789 LA PARC	7550 OTHER CONTRACTUAL SERV	6/19/19	134422	CLEAN CUT LANDSCAPE MANAGEMENT INC	338.59	1943	2019-05	
				CLEAN CUT LANDSCAPE MANAGEMENT INC				

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262	7780	6/19/19	134493	SOUTHERN CALIF EDISON CO	11.21		2019-05	
LAD 03-1 T789 LA PARC	UTILITIES-ELECTRICITY			SOUTHERN CALIF EDISON CO				
Division Total 262 LAD 03-1 T789 LA PARC					349.80			
263	7550	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE	283.33	14057	2019-05	
LAD 04-1 T810 SIDONIA	OTHER CONTRACTUAL SERV			ELITE MAINTENANCE AND TREE SERVICE				
	7780	6/19/19	134493	SOUTHERN CALIF EDISON CO	21.26		2019-05	
	UTILITIES-ELECTRICITY			SOUTHERN CALIF EDISON CO				
Division Total 263 LAD 04-1 T810 SIDONIA					304.59			
264	7550	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE	825.00	14057	2019-05	
LAD 04-2 T799 CAMBRIDGE	OTHER CONTRACTUAL SERV			ELITE MAINTENANCE AND TREE SERVICE				
	7780	6/19/19	134493	SOUTHERN CALIF EDISON CO	44.91		2019-05	
	UTILITIES-ELECTRICITY			SOUTHERN CALIF EDISON CO				
Division Total 264 LAD 04-2 T799 CAMBRIDGE					869.91			
265	7550	6/19/19	134422	CLEAN CUT LANDSCAPE MANAGEMENT INC	1,966.97	1943	2019-05	
LAD 04-3 T795 CAMBRIDGE	OTHER CONTRACTUAL SERV			CLEAN CUT LANDSCAPE MANAGEMENT INC				
	7780	6/19/19	134493	SOUTHERN CALIF EDISON CO	101.53		2019-05	
	UTILITIES-ELECTRICITY			SOUTHERN CALIF EDISON CO				
Division Total 265 LAD 04-3 T795 CAMBRIDGE					2,068.50			
266	7550	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE	208.33	14057	2019-05	
LAD 04-4 T802-3 SIERRA	OTHER CONTRACTUAL SERV			ELITE MAINTENANCE AND TREE SERVICE				
	7780	6/27/19	134631	SOUTHERN CALIF EDISON CO	33.78		2019-05	
	UTILITIES-ELECTRICITY			SOUTHERN CALIF EDISON CO				
Division Total 266 LAD 04-4 T802-3 SIERRA					242.11			

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267 LAD 05-1 MISSION PARK	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	77.50	14057	2019-05	
	7780 UTILITIES-ELECTRICITY	6/27/19	134631	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	11.70		2019-05	
	Division Total 267 LAD 05-1 MISSION PARK				89.20			
2672 CMAQ FUNDS	819655 TRAF SIG H/A & IRWIN CONS	6/19/19	134402	A A A QUALITY SERVICES, INC DBA A A A QUALITY SERVICES, INC DBA	108.83	00285577	TEMP LIGHT RENTAL	
	819655 TRAF SIG H/A & IRWIN CONS	6/19/19	134471	MOORE TWINING ASSOCIATES, INC MOORE TWINING ASSOCIATES, INC	1,401.60	0055217	PROF SVCS 4/1-30	
	Division Total 2672 CMAQ FUNDS				1,510.43			
268 LAD 05-2 T835 COPPER VLLY	7550 OTHER CONTRACTUAL SERV	6/19/19	134422	CLEAN CUT LANDSCAPE MANAGEMENT INC CLEAN CUT LANDSCAPE MANAGEMENT INC	485.76	1943	2019-05	
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	21.04		2019-05	
	Division Total 268 LAD 05-2 T835 COPPER VLLY				506.80			
269 LAD 06-1 T794 QUAIL PARK	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	565.00	14057	2019-05	
	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	204.17	14057	2019-05 RR	
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	63.76		2019-05	
	Division Total 269 LAD 06-1 T794 QUAIL PARK				832.93			
270 LAD 09-1 T877 VICTORY	7550 OTHER CONTRACTUAL SERV	6/19/19	134422	CLEAN CUT LANDSCAPE MANAGEMENT INC CLEAN CUT LANDSCAPE MANAGEMENT INC	77.63	1943	2019-05	

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270 LAD 09-1 T877 VICTORY	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	11.21		2019-05	
Division Total 270 LAD 09-1 T877 VICTORY					88.84			
271 LAD 09-2 T843 LENNAR	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	1,170.83	14057	2019-05	
	7780 UTILITIES-ELECTRICITY	6/27/19	134631	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	37.34		2019-05	
Division Total 271 LAD 09-2 T843 LENNAR					1,208.17			
272 LAD 07-2 T811 SO GATE	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	83.34	14057	2019-05	
	7780 UTILITIES-ELECTRICITY	6/19/19	134493	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	10.95		2019-05	
Division Total 272 LAD 07-2 T811 SO GATE					94.29			
273 LAD 14-01 T843 INDEP SUB3	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	300.00	14057	2019-05	
	7780 UTILITIES-ELECTRICITY	6/27/19	134631	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	31.76		2019-05	
Division Total 273 LAD 14-01 T843 INDEP SUB3					331.76			
274 LAD 15-01 T887 SLVER OAK3	7550 OTHER CONTRACTUAL SERV	6/19/19	134422	CLEAN CUT LANDSCAPE MANAGEMENT INC CLEAN CUT LANDSCAPE MANAGEMENT INC	2,253.80	1943	2019-05	
	7600 SPECIAL DEPARTMENTAL EX	6/27/19	134581	HOLT LUMBER INC HOLT LUMBER INC	4.68	526619	HARDWARE IRR CONTRLR	
Division Total 274 LAD 15-01 T887 SLVER OAK3					2,258.48			

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275 LAD 15-02 T823 GREENS II	7550 OTHER CONTRACTUAL SERV	6/19/19	134433	ELITE MAINTENANCE AND TREE SERVICE ELITE MAINTENANCE AND TREE SERVICE	135.42	14057	2019-05	
Division Total 275 LAD 15-02 T823 GREENS II					135.42			
310 CITY HFD PUBLIC HSG AUTH	1155 PREPAID EXPENSE	6/27/19	134545	CALIF SECRETARY OF STATE CALIF SECRETARY OF STATE	40.00		MONZELLI NOTARY EXAM	
Division Total 310 CITY HFD PUBLIC HSG AUTH					40.00			
390 WATER-OPERATIONS	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134541	BOOKOUT, KIRSTEN C BOOKOUT, KIRSTEN C	72.89	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134551	CHIAN, MARITZA G & MESA, JAIME CHIAN, MARITZA G & MESA, JAIME	125.29	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134570	GILKEY, LADEAN R GILKEY, LADEAN R	131.79	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134572	GONZALES, RUPERTA GONZALES, RUPERTA	69.54	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134573	GUSTAFSON, JEFFREY K GUSTAFSON, JEFFREY K	76.15	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134578	HELMUTH, JAMES N HELMUTH, JAMES N	52.31	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134579	HISER, CHRISTINA L HISER, CHRISTINA L	23.35	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134580	HOLM, LARRY L HOLM, LARRY L	68.61	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134583	HURT, RONALD L HURT, RONALD L	100.00	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134597	LEFLER, MICHELLE A LEFLER, MICHELLE A	41.22	REFUND	UB REFUND	

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390 WATER-OPERATIONS	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134606	ORTIZ, LUIS ORTIZ, LUIS	93.16	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134611	PARAMO, ARELY PARAMO, ARELY	103.67	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134618	RAKOW, FRANCIS & SYLVIA J RAKOW, FRANCIS & SYLVIA J	80.38	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134619	RALPH PARTNERS II, LLC RALPH PARTNERS II, LLC	181.01	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134621	RAPOZO, ROAUL A & BROOKE RAPOZO, ROAUL A & BROOKE	150.00	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134625	SATTERFIELD, KEVIN L SATTERFIELD, KEVIN L	115.00	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134628	SILVA, JUAN M & BULLER, BLANCA SILVA, JUAN M & BULLER, BLANCA	211.75	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134633	SOUZA, JULIE SOUZA, JULIE	137.66	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134635	STRATUS PROPERTY MANAGEMENT STRATUS PROPERTY MANAGEMENT	92.37	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134636	STRATUS PROPERTY MANAGEMENT STRATUS PROPERTY MANAGEMENT	11.93	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	6/27/19	134641	TORRES, BRANDY M TORRES, BRANDY M	9.15	REFUND	UB REFUND	
Division Total 390 WATER-OPERATIONS					1,947.23			
400 CITY PAYROLL REVOLVING	2072 AMERICAN FID ASSURANCE	6/21/19	134513	AMERICAN FIDELITY ASSURANCE AMERICAN FIDELITY ASSURANCE	254.56		DED:393 AMFID DEF	
	2072 AMERICAN FID ASSURANCE	6/21/19	134513	AMERICAN FIDELITY ASSURANCE AMERICAN FIDELITY ASSURANCE	873.59		DED:394 AMFID	
	2073 AMERICAN FID FLEX DEF	6/21/19	134514	AMERICAN FIDELITY ASSURANCE-FLEX AMERICAN FIDELITY ASSURANCE-FLEX	2,644.42		DED:396 AMFLEX DEF	

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400 CITY PAYROLL REVOLVING	2063 WAGE ATTACHMENT	6/21/19	134515	CALIF STATE DISBURSEMENT UNIT CALIF STATE DISBURSEMENT UNIT	461.54		DED:206 ATTACHMENT	
	2063 WAGE ATTACHMENT	6/21/19	134516	EDUCATIONAL CREDIT MANAGEMENT CORP EDUCATIONAL CREDIT MANAGEMENT CORP	231.12		DED:207 ATTACHMENT	
	2063 WAGE ATTACHMENT	6/21/19	134517	FRANCHISE TAX BOARD FRANCHISE TAX BOARD	304.51		DED:210 ATTACHMENT	
	2059 EMPLOYEES ASSOCNS PAYA	6/21/19	134518	G E M A 1121211070 G E M A	570.00		DED:621 GEMA	
	2059 EMPLOYEES ASSOCNS PAYA	6/21/19	134519	H M E A 0000129193 H M E A	29.00		DED:600 HMEA	
	2059 EMPLOYEES ASSOCNS PAYA	6/21/19	134520	H P O A 3242162141 H P O A	3,135.00		DED:607 HPOA	
	2059 EMPLOYEES ASSOCNS PAYA	6/21/19	134521	I A F F, LOCAL 3898 A/C#9129026 I A F F, LOCAL 3898	1,204.00		DED:615 I A F F	
	2063 WAGE ATTACHMENT	6/21/19	134522	KINGS COUNTY SHERIFF'S OFFICE KINGS COUNTY SHERIFF'S OFFICE	424.14		DED:209 ATTACHMENT	
	2077 LEGAL SHIELD	6/21/19	134523	PRE PAID LEGAL SERVICE, INC LEGAL SHIELD	778.18		DED:329 LEGAL SHLD	
	2059 EMPLOYEES ASSOCNS PAYA	6/21/19	134524	S E I U LOCAL 521 S E I U LOCAL 521	2,585.57		DED:601 SEIU MEMBR	
	2074 TRANSAMERICA	6/21/19	134526	TRANSAMERICA LIFE INSURANCE CO TRANSAMERICA LIFE INSURANCE CO	1,026.43		DED:395 TRANSAM	
	2057-004 INSUR-P/R DED LIFE	6/27/19	134634	STANDARD INSURANCE COMPANY STANDARD LIFE INSURANCE COMPANY	1,442.17		2019-07 LIFE EE	
	2057-004 INSUR-P/R DED LIFE	6/27/19	134634	STANDARD INSURANCE COMPANY STANDARD LIFE INSURANCE COMPANY	961.45		2019-07 LIFE ER	
Division Total 400 CITY PAYROLL REVOLVING					16,925.68			
415 COMPUTER MAINTENANCE	1155 PREPAID EXPENSE	6/19/19	134423	COMCAST BUSINESS COMCAST BUSINESS	3,886.60	83129589	2019-07	

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Division Total 415 COMPUTER MAINTENANCE					3,886.60			
511	3001-1	6/19/19	134443	SIRHLOE GONZALEZ	250.00	2003466	BLDG RFD/CIVIC #10105	
MISC CASH DEPOSITS TRUST	REC-AUDITORIUM DEP TRUST			GONZALEZ SIRHLOE				
Division Total 511 MISC CASH DEPOSITS TRUST					250.00			
514	3009-007	6/19/19	134489	COULTER VENTURES, LLC DBA	595.54	5250102	1.2 OHIO BAR/BLACK OXIDE	
POLICE-TRST/EVDNCE/SUBPNA	POLICE ACTIVITIES LEAGUE			ROGUE FITNESS				
	3009-007	6/19/19	134489	COULTER VENTURES, LLC DBA	282.91	5250102	ESTIMATED SHIPPING/HANDLI	
	POLICE ACTIVITIES LEAGUE			ROGUE FITNESS				
	3009-007	6/19/19	134489	COULTER VENTURES, LLC DBA	70.13	5250102	ROGUE HG 2.0 COLLARS	
	POLICE ACTIVITIES LEAGUE			ROGUE FITNESS				
	3009-007	6/19/19	134489	COULTER VENTURES, LLC DBA	47.95	5250102	ROGUE HG BUMPER 2.0/10LB-	
	POLICE ACTIVITIES LEAGUE			ROGUE FITNESS				
	3009-007	6/19/19	134489	COULTER VENTURES, LLC DBA	66.11	5250102	ROGUE HG BUMPER 2.0/25 LB	
	POLICE ACTIVITIES LEAGUE			ROGUE FITNESS				
	3009-007	6/19/19	134489	COULTER VENTURES, LLC DBA	93.35	5250102	ROGUE HG BUMPER 2.0/35LB-	
	POLICE ACTIVITIES LEAGUE			ROGUE FITNESS				
	3009-007	6/19/19	134489	COULTER VENTURES, LLC DBA	241.34	5250102	ROGUE HG BUMPER 2.0/45LB-	
	POLICE ACTIVITIES LEAGUE			ROGUE FITNESS				
	3009-007	6/19/19	134489	COULTER VENTURES, LLC DBA	8.50	5250102	ROGUE SPRING COLLARS - PA	
	POLICE ACTIVITIES LEAGUE			ROGUE FITNESS				
	3009-007	6/19/19	134489	COULTER VENTURES, LLC DBA	301.69	5250102	ROGUE TB-1 TRAP BAR 2.0	
	POLICE ACTIVITIES LEAGUE			ROGUE FITNESS				
	3009-007	6/19/19	134489	COULTER VENTURES, LLC DBA	184.92	5250102	ROGUE VERTICAL PLATE TREE	
	POLICE ACTIVITIES LEAGUE			ROGUE FITNESS				
	3009-007	6/19/19	134489	COULTER VENTURES, LLC DBA	160.50	5250102	V3 MONSTER LITE J-CUP SET	
	POLICE ACTIVITIES LEAGUE			ROGUE FITNESS				
Division Total 514 POLICE-TRST/EVDNCE/SUBPNA					2,052.94			

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520 TRAFFIC SAFETY FUND	4305-003 PARKING FINES-CORCORAN	6/17/19	134395	CITY OF CORCORAN CORCORAN, CITY OF	45.35		2019-04 CORCORAN	
	4305-003 PARKING FINES-CORCORAN	6/17/19	134395	CITY OF CORCORAN CORCORAN, CITY OF	33.02		2019-05 CORCORAN	
	4305-002 PARKING FINES-AVENAL	6/17/19	134398	KINGS CO TREASURER KINGS CO TREASURER	37.50		2019-04 CTHS/JAIL FDS	
	4305-002 PARKING FINES-AVENAL	6/17/19	134398	KINGS CO TREASURER KINGS CO TREASURER	62.50		2019-05 CTHS/JAIL FDS	
	4305-002 PARKING FINES-AVENAL	6/17/19	134398	KINGS CO TREASURER KINGS CO TREASURER	65.00		2019-05 PENLTY EQ/REG	
	4305-003 PARKING FINES-CORCORAN	6/17/19	134398	KINGS CO TREASURER KINGS CO TREASURER	25.00		2019-04 CTHS/JAIL FDS	
	4305-003 PARKING FINES-CORCORAN	6/17/19	134398	KINGS CO TREASURER KINGS CO TREASURER	76.50		2019-04 PENLTY EQ/REG	
	4305-003 PARKING FINES-CORCORAN	6/17/19	134398	KINGS CO TREASURER KINGS CO TREASURER	37.50		2019-05 CTHS/JAIL FDS	
	4305-005 PARKING FINES-LEMOORE	6/17/19	134398	KINGS CO TREASURER KINGS CO TREASURER	200.00		2019-04 CTHS/JAIL FDS	
	4305-005 PARKING FINES-LEMOORE	6/17/19	134398	KINGS CO TREASURER KINGS CO TREASURER	302.50		2019-04 PENLTY EQ/REG	
	4305-005 PARKING FINES-LEMOORE	6/17/19	134398	KINGS CO TREASURER KINGS CO TREASURER	125.00		2019-05 CTHS/JAIL FDS	
	4305-005 PARKING FINES-LEMOORE	6/17/19	134398	KINGS CO TREASURER KINGS CO TREASURER	390.00		2019-05 PENLTY EQ/REG	
	4305-005 PARKING FINES-LEMOORE	6/17/19	134399	CITY OF LEMOORE LEMOORE, CITY OF	478.03		2019-04 LEMOORE	
	4305-005 PARKING FINES-LEMOORE	6/17/19	134399	CITY OF LEMOORE LEMOORE, CITY OF	859.53		2019-05 LEMOORE	
	4305-002 PARKING FINES-AVENAL	6/17/19	134400	TURBO DATA SYS INC TURBO DATA SYS INC	2.46	30143	2019-04	

Attachment: WARRANT REGISTER-DIVISION ORDER 7-2-19 (FIN: WARRANT REGISTER)

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
520 TRAFFIC SAFETY FUND	4305-002 PARKING FINES-AVENAL	6/17/19	134400	TURBO DATA SYS INC	15.57	30344	2019-05	
				TURBO DATA SYS INC				
	4305-003 PARKING FINES-CORCORAN	6/17/19	134400	TURBO DATA SYS INC	6.15	30143	2019-04	
				TURBO DATA SYS INC				
	4305-003 PARKING FINES-CORCORAN	6/17/19	134400	TURBO DATA SYS INC	76.47	30143	2019-04	
				TURBO DATA SYS INC				
	4305-003 PARKING FINES-CORCORAN	6/17/19	134400	TURBO DATA SYS INC	5.48	30344	2019-05	
				TURBO DATA SYS INC				
	4305-005 PARKING FINES-LEMOORE	6/17/19	134400	TURBO DATA SYS INC	105.47	30344	2019-05	
				TURBO DATA SYS INC				
Division Total 520 TRAFFIC SAFETY FUND					2,949.03			
					1,016,443.63			

Attachment: WARRANT REGISTER-DIVISION ORDER 7-2-19 (FIN: WARRANT REGISTER)



AGENDA STAFF REPORT

MEETING DATE: 7/2/2019	AGENDA SECTION: A
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SUBJECT:

Community Development: Adoption of Resolution 19-21-R approving changes to the fee schedule for Planning, Building, Code Enforcement, Cannabis, and Public Works User Fees.

RECOMMENDATION:

Staff recommends that the City Council hold a public hearing and adopt Resolution 19-21-R approving changes to the user fee scheduled for Planning, Building, Code Enforcement, Cannabis and Public works divisions.

BACKGROUND:

The current fee schedule was adopted in 2005 after completion of a fee study, with the exception of the cannabis fees which were adopted in 2017. Some fees have been modified over the years, for example, the City Council eliminated the fee for Historic Property Review to encourage improvements to facades in the Historic District. The proposed fee schedule includes new fees, increases and adjustments to existing fees pertaining to the Planning, Building, Code Enforcement, Cannabis and Public Works Divisions.

The goal of the study was to get to full cost recovery in both Planning and Building so that they operated more as enterprise accounts, however the goal was not entirely achieved. The Building Department collects fees that, in most years, pay for all costs including substandard housing and code enforcement. The Planning Department is partially funded by revenues, but is also supported by the General Fund estimated to be \$355,000 in FY18/19. Cannabis fees were adopted in 2017, but no changes are proposed to the fees at this time and the addition of two new fees for the new categories approved by the Council this year is included.

On June 4 of this year, the City Council reviewed and discussed the proposed new fees. Council direction at the time was to look at the fees that had been proposed to be reduced and ensure we are getting full cost recovery. A more detailed review of time it takes to process was completed and the recommended fees are attached as Attachment 1, which shows existing fee and proposed fees. The final fee schedule is shown in Exhibit A of the resolution. There was some discussion

regarding cost recovery for code enforcement. The citation amounts are currently \$25 for a minor violation, \$100 for a general and \$250 for a health and safety violation. This is for the initial citation. Subsequent citations for the same violation increase by two times the initial fine for second citation, four times the initial for a third and all subsequent citations. The City Council increase these fees to more fully recover costs and fund future code enforcement officers and change the direction of previous Council's, which was to be focus more on compliance than cost recovery.

Following the City Council workshop, staff added the Public Works fees. There are no changes from the existing fees, except to format.

The Building Industry Association had requested to be notified of any changes to Hanford Impact Fees so a copy of the proposed fees was sent to them, although this proposal does not include impact fees.

FISCAL IMPACT:

ATTACHMENTS:

Attachment 1 - Existing and Proposed Fees
RESOLUTION 19-21-R Fee Schedule
Resolution Exhibit A - Proposed Fee Schedule
Notice of Exemption 2019-25

Application/Permit	CURRENT FEE	PROPOSED FEE
Administrative Use Permit	\$1,631.00	\$500.00
Agriculture Preserve		
Contract Cancellation + costs and legal fees	\$5,162.00	\$6,000.00
Disestablishment		\$2,000.00
New contract		\$500.00
Notice of Full Non-renewal		\$150.00
Notice of Partial Non-renewal		\$500.00
Easement Exchange		Actual Cost
Appeal	\$1,000.00	\$1,000.00
Conditional Use Permit (CUP)		
Minor (existing structures without modification)		\$1,500.00
Regular	\$4,915.00	\$4,915.00
Master CUP/Planned Unit Development		\$6,667.00
Amendment to an approved CUP		\$1,500.00
Design Review	\$1,037.00	
Development Agreement - plus costs		\$4,000.00
Development Agreement Amendment - plus costs		\$1,500.00
Finding of Consistency		\$500.00
General Plan Amendment	\$8,214.00	\$9,500.00
Historic Review		
Historic Review/Historic Designation/Detachment of Site	\$1,706.00	\$1,706.00
Home Occupation	\$115.00	\$115.00
Mural Application		\$150.00
Ordinance Interpretation		\$250.00
Planned Unit Development	\$6,667.00	
Pre-Application Review Major [50% credit of fee to application(s)]	\$9,497.00	
Pre-Application Review Minor [75% credit of fee to application(s)]	\$1,886.00	
Sidewalk Dining Permit		\$75.00
Sign Application	\$242.00	\$280.00
Banner Permit		\$35.00
Site Plan Review		
Initial Minor (Existing buildings no expansion)		\$1,000.00
Initial Major or Subdivisions	\$2,906.00	\$3,000.00
Resubmittal (First resubmittal no charge)		\$750.00
Specific Plan	\$8,830.00	\$8,830.00
Specific Plan Amendment		\$4,415.00
Time Extensions	\$1,206.00	\$1,200.00
Temporary Use Permit		\$250.00
Right-of-Way Abandonment	\$4,092.00	\$4,700.00

Application/Permit	CURRENT FEE	PROPOSED FEE
Radius Map		\$100.00
CD of documents		\$10.00
Environmental Notices Mailed (Must be renewed annually)		\$125.00
Special Service Fees/Inspections		Actual Cost

ANNEXATION/REORGANIZATION FEES		
City Annexation/Reorganization	\$9,631.00	\$11,000.00
County Fee (LAFCo)* + cost	\$1,000.00	see attached
State Board of Equalization		see attached

Application/Permit	CURRENT FEE	PROPOSED FEE
Fees on this page are not adopted by the City and are based on the actual fees of the adopting agency.		
KINGS COUNTY		
Filing Fee (all environmental documents)	\$90.00	\$90.00
Notice of Determination ND/MND (Fish and Wildlife)	\$2,280.75	\$2,354.75
Notice of Determination EIR (Fish and Wildlife)	\$3,168.00	\$3,271.00
Impact Fees (Verify current Fees)		
LAFCo Fee + cost	\$1,000.00	\$1,000.00
STATE BOARD OF EQUALIZATION		
Size of Annexation		
Less than 1 acre		
1 to 5 acres		
6-10 acres		
11-20 acres		
21-50 acres		
51-100 acres		
101 to 500 acres		
501-1000		
1001 tp 2000 acres		
2001 acres and above		
School District Fees		

Attachment: Attachment 1 - Existing and Proposed Fees (CD: Development Fee Schedule)

Cannabis Application Fee

ADOPTED BY RESOLUTION 17-43-R
DATE: July 18, 2017

Application Fee	
Preliminary Eligibility	\$4,254.00
Initial Ranking	\$1,689.00
Second Ranking	\$2,241.00
Final Recommendation to Council	\$1,102.00
Background Fee (Each person)	\$300.00
Environmental Review	Actual Cost plus 10%
Live Scan (Each person)	\$135.00
Zoning Verification Letter	\$135.00

Cannabis Annual Permit Fee

ADOPTED BY RESOLUTION 17-62-R
DATE: December 5, 2017

Campus	\$32,000
Cultivation	\$32,000
Manufacturing	\$32,000
Distribution	\$32,000
Lab Testing	\$15,000
Dispensary	\$32,000
Microbusiness	\$32,000

Cannabis Taxes

ADOPTED BY: ORDINANCE: 18-02
EFFECTIVE DATE: January 1, 2019

Cultivation

Seven dollars (\$7.00) annually per square foot of canopy space in a facility that uses exclusively artificial lighting.
Four dollars (\$4.00) annually per square foot of canopy space in a facility that uses a combination of natural and
Two dollars (\$2.00) annually per square foot of canopy space in a facility that uses no artificial lighting, should the
One dollar (\$1.00) annually per square foot of canopy space for any nursery.

Lab Testing

One percent (1%) of gross receipts.

Retail Sales (dispensary, delivery, microbusiness)

Four percent (4%) of gross receipts.

Distribution

Two percent (2%) of gross receipts.

Manufacturing, Processing, or Microbusiness (non-retail) or any other

Two and half percent (2.5%) of gross receipts.

Application/Permit	FEE
Public Street and Infrastructure Improvement Plan Review/Inspection Fee	
6% of the first \$5,000 of improvement costs or fraction thereof	
5% of the next \$20,000 of improvement costs or fraction thereof	
4.5% of the next \$75,000 of improvement costs or fraction thereof	
3.5% of the next \$150,000 of improvement costs or fraction thereof	
2% of all amounts of improvement costs over \$250,000	
Water Meter Inspection Fee (all land uses) per meter	\$85.00
Backflow Prevention Assembly Inspection Fee (all land uses)	\$80.00
Grading Plan Review	
RESIDENTIAL: Single Family Residence	\$1,050.00
Two or Three Units	\$1,800.00
Four through Eight Units	\$3,050.00
Eight or More Units	\$4,400.00
COMMERCIAL: Sites less than one-half acre	\$2,700.00
Sites from one-half to one acre	\$4,200.00
Sites one to five acres	\$5,700.00
Sites over five acres	\$5,700 + \$85/acre
Permit Extensions	\$25.00

BUILDING DIVISION - PLAN CHECK FEES ONLY							
OCCUPANCY TYPE	PROJECT SIZE THRESHOLD	CONSTRUCTION TYPES I-FR, II-FR		CONSTRUCTION TYPES III 1-HR		CONSTRUCTION TYPES IV, V-N	
		BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF
"A" OCC-TENANT IMPROVEMENTS	500	\$422	\$0.2636	\$352	\$0.2197	\$281	\$0.1758
	2,500	\$949	\$0.0422	\$791	\$0.0352	\$633	\$0.0282
	5,000	\$1,055	\$0.0211	\$879	\$0.0176	\$703	\$0.0141
	10,000	\$1,160	\$0.0210	\$967	\$0.0175	\$774	\$0.0140
	25,000	\$1,476	\$0.0149	\$1,230	\$0.0124	\$984	\$0.0099
	50,000	\$1,848	\$0.0370	\$1,540	\$0.0308	\$1,232	\$0.0246
"B" OCC-TENANT IMPROVEMENTS	300	\$316	\$0.3296	\$264	\$0.2746	\$211	\$0.2197
	1,500	\$712	\$0.0527	\$593	\$0.0439	\$475	\$0.0351
	3,000	\$191	\$0.0265	\$659	\$0.0221	\$527	\$0.0177
	6,000	\$870	\$0.0263	\$725	\$0.0219	\$580	\$0.0175
	15,000	\$1,107	\$0.0186	\$923	\$0.0155	\$738	\$0.0124
	30,000	\$1,386	\$0.0462	\$1,155	\$0.0385	\$924	\$0.0308
"E" OCC-TENANT IMPROVEMENTS	100	\$461	\$1.4420	\$385	\$1.2016	\$308	\$0.9613
	500	\$1,038	\$0.2309	\$865	\$0.1924	\$692	\$0.1539
	1,000	\$1,154	\$0.1154	\$961	\$0.0961	\$769	\$0.0769
	2,000	\$1,269	\$0.1153	\$1,058	\$0.0960	\$846	\$0.0768
	5,000	\$1,615	\$0.0809	\$1,346	\$0.0674	\$1,077	\$0.0539
	10,000	\$2,019	\$0.2019	\$1,683	\$0.1683	\$1,346	\$0.1346
"H" OCC-TENANT IMPROVEMENTS	100	\$461	\$1.4420	\$385	\$1.2016	\$308	\$0.9613
	500	\$1,038	\$0.2309	\$865	\$0.1924	\$692	\$0.1539
	1,000	\$1,154	\$0.1154	\$961	\$0.0961	\$769	\$0.0769
	2,000	\$1,269	\$0.1153	\$1,058	\$0.0960	\$846	\$0.0768
	5,000	\$1,615	\$0.0809	\$1,346	\$0.0674	\$1,077	\$0.0539
	10,000	\$2,019	\$0.2019	\$1,683	\$0.1683	\$1,346	\$0.1346
"I" OCC-TENANT IMPROVEMENTS	1,000	\$422	\$0.1318	\$352	\$0.1099	\$281	\$0.0879
	5,000	\$949	\$0.0211	\$791	\$0.0176	\$633	\$0.0141
	10,000	\$1,055	\$0.0104	\$879	\$0.0087	\$703	\$0.0070
	20,000	\$1,159	\$0.0106	\$966	\$0.0088	\$773	\$0.0070
	50,000	\$1,476	\$0.0074	\$1,230	\$0.0062	\$984	\$0.0050
	100,000	\$1,848	\$0.0185	\$1,540	\$0.0154	\$1,232	\$0.0123
"M" OCC-TENANT IMPROVEMENTS	200	\$396	\$0.6180	\$330	\$0.5150	\$264	\$0.4120
	1,000	\$890	\$0.0989	\$742	\$0.0824	\$593	\$0.0659
	2,000	\$989	\$0.0495	\$824	\$0.0413	\$659	\$0.0330
	4,000	\$1,088	\$0.0495	\$907	\$0.0412	\$725	\$0.0330
	10,000	\$1,385	\$0.0347	\$1,154	\$0.0289	\$923	\$0.0231
	20,000	\$1,731	\$0.0866	\$1,443	\$0.0721	\$1,154	\$0.0577

BUILDING DIVISION - INSPECTION FEES ONLY							
OCCUPANCY TYPE	PROJECT SIZE THRESHOLD	CONSTRUCTION TYPES I-FR, II-FR		CONSTRUCTION TYPES III 1-HR		CONSTRUCTION TYPES IV, V-N	
		BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ TRHESHOLD SIZE	COST FOR EACH ADDITIONAL SF
"A" OCC-TENANT IMPROVEMENTS	500	\$549	\$0.1648	\$458	\$0.1374	\$366	\$0.1099
	2,500	\$879	\$0.1757	\$733	\$0.1464	\$586	\$0.1171
	5,000	\$1,318	\$0.0659	\$1,099	\$0.0549	\$879	\$0.0439
	10,000	\$1,648	\$0.0366	\$1,373	\$0.0305	\$1,098	\$0.0244
	25,000	\$2,196	\$0.0660	\$1,830	\$0.0550	\$1,464	\$0.0440
	50,000	\$3,846	\$0.0769	\$3,205	\$0.0641	\$2,564	\$0.0513
"B" OCC-TENANT IMPROVEMENTS	300	\$330	\$0.1648	\$275	\$0.1374	\$220	\$0.1099
	1,500	\$527	\$0.1757	\$440	\$0.1464	\$352	\$0.1171
	3,000	\$791	\$0.0659	\$659	\$0.0549	\$527	\$0.0439
	6,000	\$989	\$0.0366	\$824	\$0.0305	\$659	\$0.0244
	15,000	\$1,318	\$0.0660	\$1,098	\$0.0550	\$878	\$0.0440
	30,000	\$2,308	\$0.0769	\$1,923	\$0.0641	\$1,538	\$0.0513
"E" OCC-TENANT IMPROVEMENTS	100	\$206	\$0.3090	\$172	\$0.2575	\$137	\$0.2060
	500	\$330	\$0.3296	\$275	\$0.2745	\$220	\$0.2197
	1,000	\$494	\$0.1236	\$412	\$0.1030	\$330	\$0.0824
	2,000	\$618	\$0.0688	\$515	\$0.0573	\$412	\$0.0458
	5,000	\$824	\$0.1235	\$687	\$0.1029	\$550	\$0.0823
	10,000	\$1,442	\$0.1442	\$1,201	\$0.1201	\$961	\$0.0961
"H" OCC-TENANT IMPROVEMENTS	100	\$206	\$0.3090	\$172	\$0.2575	\$137	\$0.2060
	500	\$330	\$0.3296	\$275	\$0.2746	\$220	\$0.2197
	1,000	\$494	\$0.1236	\$412	\$0.1030	\$330	\$0.0824
	2,000	\$618	\$0.0688	\$515	\$0.0573	\$412	\$0.0458
	5,000	\$824	\$0.1235	\$687	\$0.1029	\$550	\$0.0823
	10,000	\$1,442	\$0.1442	\$1,201	\$0.1201	\$961	\$0.0961
"I" OCC-TENANT IMPROVEMENTS	1,000	\$549	\$0.0824	\$458	\$0.0687	\$366	\$0.0549
	5,000	\$879	\$0.0880	\$733	\$0.0733	\$586	\$0.0586
	10,000	\$1,319	\$0.0330	\$1,099	\$0.0275	\$879	\$0.0220
	20,000	\$1,649	\$0.0182	\$1,374	\$0.0152	\$1,099	\$0.0122
	50,000	\$2,196	\$0.0329	\$1,830	\$0.0274	\$1,464	\$0.0219
	100,000	\$3,840	\$0.0384	\$3,200	\$0.0320	\$2,560	\$0.0256
"M" OCC-TENANT IMPROVEMENTS	200	\$343	\$0.2574	\$286	\$0.2145	\$229	\$0.1716
	1,000	\$549	\$0.2748	\$458	\$0.2290	\$366	\$0.1832
	2,000	\$824	\$0.1031	\$687	\$0.0859	\$549	\$0.0687
	4,000	\$1,030	\$0.0573	\$859	\$0.0478	\$687	\$0.0382
	10,000	\$1,374	\$0.1029	\$1,145	\$0.0858	\$916	\$0.0686
	20,000	\$2,403	\$0.1202	\$2,003	\$0.1001	\$1,602	\$0.0801

BUILDING DIVISION - PLAN CHECK & INSPECTION FEES							
OCCUPANCY TYPE	PROJECT SIZE THRESHOLD	I-FR, II-FR		III 1-HR		IV, V-N	
		BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF
"A" OCC-TENANT IMPROVEMENTS	500	\$971	\$0.4285	\$809	\$0.3571	\$647	\$0.2857
	2,500	\$1,828	\$0.2179	\$1,524	\$0.1816	\$1,219	\$0.1453
	5,000	\$2,373	\$0.0870	\$1,978	\$0.0725	\$1,582	\$0.0580
	10,000	\$2,808	\$0.0578	\$2,340	\$0.0482	\$1,872	\$0.0385
	25,000	\$3,675	\$0.0800	\$3,063	\$0.0673	\$2,450	\$0.0538
	50,000	\$5,694	\$0.1139	\$4,745	\$0.0949	\$3,796	\$0.0759
"B" OCC-TENANT IMPROVEMENTS	300	\$646	\$0.4944	\$538	\$0.4120	\$431	\$0.3296
	1,500	\$1,239	\$0.2286	\$1,033	\$0.1905	\$826	\$0.1524
	3,000	\$1,582	\$0.0923	\$1,319	\$0.0769	\$1,055	\$0.0615
	6,000	\$1,859	\$0.0630	\$1,549	\$0.0525	\$1,239	\$0.0420
	15,000	\$2,426	\$0.0842	\$2,022	\$0.0702	\$1,618	\$0.0562
	30,000	\$3,690	\$0.1230	\$3,075	\$0.1025	\$2,460	\$0.0820
"E" OCC-TENANT IMPROVEMENTS	100	\$667	\$1.7510	\$556	\$1.4592	\$445	\$1.1673
	500	\$1,368	\$0.5304	\$1,140	\$0.4670	\$912	\$0.3736
	1,000	\$1,648	\$0.2390	\$1,373	\$0.1991	\$1,099	\$0.1593
	2,000	\$1,887	\$0.1840	\$1,573	\$0.1533	\$1,258	\$0.1227
	5,000	\$2,439	\$0.2043	\$2,033	\$0.1703	\$1,626	\$0.1362
	10,000	\$3,461	\$0.3461	\$2,884	\$0.2884	\$2,307	\$0.2307
ALL "F" OCC	1,000	\$2,560	\$0.5769	\$2,133	\$0.4808	\$1,707	\$0.3846
	5,000	\$4,868	\$0.2790	\$4,056	\$0.2325	\$245	\$0.1860
	10,000	\$6,263	\$0.1121	\$5,219	\$0.0934	\$4,175	\$0.0747
	20,000	\$7,383	\$0.0754	\$6,153	\$0.0628	\$4,922	\$0.0503
	50,000	\$9,645	\$0.1032	\$8,038	\$0.0860	\$6,430	\$0.0688
	100,000	\$14,805	\$0.1481	\$12,338	\$0.1234	\$9,870	\$0.0987
"H" OCC-TENANT IMPROVEMENTS	100	\$667	\$1.7510	\$556	\$1.4592	\$445	\$1.1673
	500	\$1,328	\$0.5604	\$1,140	\$0.4670	\$912	\$0.3736
	1,000	\$1,648	\$0.2390	\$1,373	\$0.1991	\$1,099	\$0.1593
	2,000	\$1,887	\$0.1840	\$1,573	\$0.1533	\$1,258	\$0.1227
	5,000	\$2,439	\$0.2043	\$2,033	\$0.1703	\$1,626	\$0.1362
	10,000	\$3,461	\$0.3461	\$2,884	\$0.2884	\$2,307	\$0.2307
"I" OCC-TENANT IMPROVEMENTS	1,000	\$971	\$0.2142	\$809	\$0.1785	\$648	\$0.1428
	5,000	\$1,828	\$0.1091	\$1,524	\$0.0909	\$1,219	\$0.0727
	10,000	\$2,374	\$0.0434	\$1,978	\$0.0362	\$1,582	\$0.0290
	20,000	\$2,808	\$0.0288	\$2,340	\$0.0240	\$1,872	\$0.0192
	50,000	\$3,672	\$0.0403	\$3,060	\$0.0336	\$2,448	\$0.0269
	100,000	\$5,688	\$0.0569	\$4,740	\$0.0474	\$3,792	\$0.0379

BUILDING DIVISION - EMP FEES**FEE TYPES --- ELECTRICAL**

	UNIT	CURRENT	PROPOSED
Permit Issuance	each	\$ 31.66	\$ 50.00
Stand Alone Permit - Plan Check	hourly	\$ 95.00	\$ 105.00
Outdoor Events Carnivals, Circuses, or ther traveling shows or exhibitions utilizing transportation type rides booths, displays, and attractions	hourly	\$ 95.00	\$ 105.00
Temporary Power Service Temporary power service pole or pedistal, including all pole or pedistal-mounted recepticle outlets and appurtenances	each	\$ 40.00	\$ 105.00

UNIT FEES:

Receptacles, Switches, and Lighting Outlets	up to 20	\$ 40.00	\$ 43.75
	each additional	\$ 0.79	\$ 0.87
Residential Appliances Fixed residential appliances or receptacle outlets for the same, including wall-mounted electric ovens, countner mounted cook tops, electric ranges, self-contained room consoles or through-well air conditioners, space heaters, food waste grinders, dish washers, washing machines, water heaters, clothes dryers, or other motor-operated appliances (each) not exceeding one horsepower rating	each	\$ 31.66	\$ 35.00
Nonresidential Appliances Residential appliances and factory wired nonresidential appliances, including medical and dental devices; food, beverage, and ice cream cabnets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment	each	\$ 31.66	\$ 35.00
Power Apparatus Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus as Rating in Horsepower (HP), Kilowatts (KW), or Kilovolt-amperes (KVA), or Kilovolt-aperes-reactive (KVAR) (fees include all switches, breakers, etc.)			
Up to and including 1	each	\$ 31.66	\$ 35.00
Over 1 and not over 50	each	\$ 31.66	\$ 35.00
Over 50 and not over 100	each	\$ 39.58	\$ 43.75
Over 100	each	\$ 47.49	\$ 52.50
Signs, Outline Lighting, and Marquees Signs, Outline Lighting, or Marquees supplied from one branch circuit	each	\$ 47.49	\$ 52.50
Services			
Services 600 volts or less and not over 1000 aperers in rating	each	\$ 47.49	\$ 105.00
Services over 600 volts or over 1000 amperes in rating	each	\$ 63.32	\$ 157.50
Subpanels	each	\$ 31.66	\$ 35.00

Attachment: Attachment 1 - Existing and Proposed Fees (CD: Development Fee Schedule)

BUILDING DIVISION - EMP FEES			
FEE TYPES --- MECHANICAL	UNIT	CURRENT	PROPOSED
Permit Issuance	each	\$ 31.66	\$ 50.00
Stand Alone Permit - Plan Check	hourly	\$ 95.00	\$ 105.00
UNIT FEES:			
Install/Relocate each forced air or gravity-type furnace or burner (including attached ducts and vents)	each	\$ 63.32	\$ 70.00
Install/Relocate each floor furnace (including vent)	each	\$ 63.32	\$ 70.00
Install/Relocate each suspended heater, recessed wall heater, or floor-mounted unit htr.	each	\$ 63.32	\$ 70.00
Install/Relocate/Replace each appliance vent installed and not included in an appliance permit	each	\$ 63.32	\$ 70.00
Repair/Alternation/Addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls required by the code	each	\$ 55.41	\$ 61.25
Install/Relocate each boiler or compressor, or each absorption system	each	\$ 55.41	\$ 61.25
Each air-handling unit, including attached ducts up to 10,000 CFM	each	\$ 63.32	\$ 70.00
Each air-handling unit over 10,000 CFM	each	\$ 63.32	\$ 70.00
Each evaporative cooler other than portable type	each	\$ 31.66	\$ 35.00
Each ventilation fan connected to a single duct	each	\$ 47.49	\$ 52.50
Each ventilation system which is not a portion of any heating or air-conditioning system	each	\$ 55.41	\$ 61.25
Installation of each hood which is served by a mechanical exhaust, including the ducts for such hood	each	\$ 63.32	\$ 70.00
Install/Relocate each incinerator	each	\$ 47.49	\$ 52.50
Each appliance or piece of equipment regulated by this code but not classified in other appliance categories, or for which no other fee is listed in this code	each	\$ 47.49	\$ 52.50
Other mechanical inspections not noted above	hourly	\$ 95.00	\$ 105.00

Attachment: Attachment 1 - Existing and Proposed Fees (CD: Development Fee Schedule)

BUILDING DIVISION - FEES			
OTHER INSPECTIONS AND FEES	UNIT	CURRENT	PROPOSED
Inspections outside of normal business hours, (minimum charge of two hours at time and one-half)	hourly @ 1 1/2	\$157.50	\$ 315.00
Each additional hour or portion thereof at time and one-half	hourly @ 1 1/2	\$157.50	\$ 157.50
Reinspection Fee	per reinspection	\$105.00	\$ 105.00
Inspection for which no fee is specifically indicated (minimum charge 1/2 hour)	hourly	\$105.00	\$ 105.00
Additional plan review required because of changes, additions, or revisions to approved plans (minimum charge 1 hour)	hourly	\$105.00	\$ 105.00
Outside plan check consultants-Actual cost to the city X 133%	hourly	\$105.00	Cost X 133%
Compliance Inspection	each	\$147.00	\$ 157.50
Deferred Submittals	hourly	\$105.00	\$ 105.00
Duplicate Permit or Job Cards	each	\$ 5.00	\$ 10.00
Work without permit - \$500.00 or 2X permit fee - whichever is greater	each	N/A	\$500.00 or 2X Fee

Remodel, Residential	up to 300 SF	\$ 316.29	\$ 50.00	\$ 105.00	\$ 210.00
Additional Remodel	SF	\$ 0.66		\$ 0.21	\$ 0.50
Re-Roof - Residential, Roof over	each	\$ 102.00	\$ 50.00	\$ 35.00	\$ 78.75
Tear-off	each	\$ 150.00	\$ 50.00	\$ 35.00	\$ 131.25
Commercial	each	\$ 221.00	\$ 50.00	\$ 52.50	\$ 157.50
Permit Issuance	each		\$ 50.00		
Retaining Walls (concrete or masonry)	up to 50 LF	\$ 133.92	\$ 50.00	\$ 35.00	\$ 78.75
Additional	LF	\$ 0.66		\$ 0.21	\$ 0.50
Siding - Stone and Brick Veneer	up to 400 SF	\$ 173.81	\$ 50.00	\$ 52.50	\$ 105.00
Stucco	up to 400 SF	\$ 125.37	\$ 50.00	\$ 35.00	\$ 70.00
All Others	up to 400 SF	\$ 166.22	\$ 50.00	\$ 52.50	\$ 96.60
Additional Siding (all types)	SF	\$ 0.20		\$ 0.16	\$ 0.20
Signs	per site	\$ 110.18	\$ 50.00	\$ 35.00	\$ 52.50
Skylights - up to 10 SF	each	\$ 126.32	\$ 50.00	\$ 26.25	\$ 78.75
Over 10 SF or Structural work involved	each	\$ 157.67	\$ 50.00	\$ 35.00	\$ 105.00
Solar Panels, Pool Heating	each job	\$ 212.76	\$ 50.00	\$ 70.00	\$ 131.25
Stairs	first flight	\$ 173.81	\$ 50.00	\$ 52.50	\$ 105.00
Additional	per flight	\$ 33.24		\$ 10.50	\$ 26.25
Storage racks (shelving) - 0 to 8 ft high	up to 100 LF	\$ 110.18	\$ 50.00	\$ 52.50	\$ 35.00
Additional	LF	\$ 0.33		\$ 0.11	\$ 0.20
Over 8 ft high	up to 100 LF	\$ 150.07	\$ 50.00	\$ 78.75	\$ 52.50
Additional	LF	\$ 0.38		\$ 0.11	\$ 0.30
Swimming Pools/Spas	each	\$ 245.00	\$ 50.00	\$ 78.25	\$ 157.50
Heater	each	\$ 40.00		\$ 26.25	\$ 17.80
Spa or Hot Tub, Prefabricated	each	\$ 102.00	\$ 50.00	\$ 26.25	\$ 52.50
Wells	each	\$ 140.00	\$ 50.00		\$ 140.00
Windows and Doors - Replacement	each 3	\$ 94.00	\$ 50.00	\$ 16.80	\$ 52.50
New	each 3	\$ 109.23	\$ 50.00	\$ 26.25	\$ 59.80
New (Structural, in shearwall or masonry)	each 3	\$ 124.42	\$ 50.00	\$ 35.00	\$ 68.25
Bay window, Sliding glass doors, French doors	each 3	\$ 158.62	\$ 50.00		
Zoning Health and Safety Inspection	each	\$ 87.00			
Miscellaneous Repairs (Items not covered anywhere else in this fee schedule)					
(Based on Valuation of the Work)					
\$1.00 to \$1,000.00			\$ 50.00	\$ 38.85	\$ 45.15
\$1,001.00 to \$5,000.00			\$ 50.00	\$ 111.30	\$ 130.20
\$5,001.00 to \$10,000.00			\$ 50.00	\$ 180.60	\$ 212.10
\$10,001.00 to \$15,000.00			\$ 50.00	\$ 249.90	\$ 294.00
\$15,001.00 to 20,000.00			\$ 50.00	\$ 320.25	\$ 375.90
\$20,001.00 to 25,000.00			\$ 50.00	\$ 389.55	\$ 457.80
\$25,001.00 to \$30,000.00			\$ 50.00	\$ 438.90	\$ 516.60
\$30,001.00 and greater \$1.80 per \$1,000.00 valuation			\$ 50.00		
Proposed: \$30,001.00 and greater \$1.94 per \$1,000.00 valuation + \$30,000.00 fee					

Attachment: Attachment 1 - Existing and Proposed Fees (CD: Development Fee Schedule)

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
Plan Review Fees will be 65% of Building Inspection Fees	
A contract, signed by all parties, for the cost to build a specific project may be substituted for the Building Valuation Data sheet as determined by the building official	

RESOLUTION NO. 19-21-R**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD, APPROVING THE NEW FEES, FEE INCREASES AND FEE DECREASES TO AMEND THE FEES FOR PLANNING, BUILDING, CODE ENFORCEMENT, CANNABIS AND PUBLIC WORKS DIVISIONS.**

WHEREAS, the City Council of the City of Hanford has heretofore established various schedules of rates, fees, and charges for services provided by the City including, but not limited to, processing conditional use permits, tentative maps and building permits; and

WHEREAS, pursuant to the provisions of the California Constitution and the laws of the State of California, the City of Hanford is authorized to adopt and implement rates, fees, and charges for municipal services; provided, however, that such rates, fees, and/or charges do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, California Government Code Section 66016 requires notice to be given and data made available at specified times prior to the adoption of increases in existing rates, fees, and charges, or the adoption of new rates, fees, and charges for use permits and building inspections sometime hereinafter at a public meeting of this City Council; and

WHEREAS, California Government Code Section 66018 requires notice to be published in accordance with California Government Code Section 6062a and data made available concerning rates, fees, and charges prior to conducting a public hearing with respect to the adoption of increases in rates, fees, and charges, or the adoption of new rates, fees, and charges for which no other procedure is provided by law; and

WHEREAS, pursuant to California Government Code Section 66016, this City Council has held at least one public hearing and received oral and written presentations thereat with respect to "user fees" prior to the adoption of this Resolution; and

WHEREAS, pursuant to California Government Code Section 66018, this City Council has conducted and concluded a duly noticed public hearing with respect to the rates, fees, and charges prior to the adoption of this Resolution; and

WHEREAS, the rates, tolls, fares and charges related to user fees are statutorily exempt from the provisions of the California Environmental Quality Act pursuant to CEQA Guidelines Section 15273 as same are adopted and adjusted to meet operating expenses, purchase and lease supplies to maintain services provided by the City.

NOW THEREFORE, the City of Hanford City Council finds that the proposed fee schedule provides the following:

1. That the fee adjustments and new fees comply with the requirement for user fees not to exceed the estimated reasonable cost of providing the service for which the fee is charged.
2. That the fee adjustments and new fees comply with the requirements contained in Government Code Section 66016 and 66018.

3. That the fee adjustments and new fees are statutorily exempt from the California Environmental quality Act as fees that are necessary to meet operating expenses.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hanford hereby approves the fee adjustments and new fees as attached in Exhibit A. Passed and adopted at a regular meeting of the City Council of the City of Hanford, duly called and held on July 2, 2019, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

SUE SORENSEN
MAYOR of the City of Hanford

Attest:

SARAH MARTINEZ
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, Sarah Martinez, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the ___ day of _____, 2018.

Date: _____

City Clerk

Attachment: RESOLUTION 19-21-R Fee Schedule (CD: Development Fee Schedule)

Exhibit A

Fee Schedule

Attachment: RESOLUTION 19-21-R Fee Schedule (CD: Development Fee Schedule)

Application/Permit	FEE
Administrative Use Permit	\$500.00
Agriculture Preserve	
Contract Cancellation + costs and legal fees	\$6,000.00
Disestablishment	\$2,000.00
New contract	\$500.00
Notice of Full Non-renewal	\$150.00
Notice of Partial Non-renewal	\$500.00
Easement Exchange	Actual Cost
Appeal	\$1,000.00
Conditional Use Permit (CUP)	
Minor (existing structures)	\$1,500.00
Regular	\$4,915.00
Master CUP/Planned Unit Development	\$6,667.00
Amendment to an approved CUP	\$1,500.00
Development Agreement - plus costs	\$4,000.00
Development Agreement Amendment - plus costs	\$1,500.00
Finding of Consistency	\$500.00
General Plan Amendment	\$9,500.00
Historic Review	
Historic Designation/Detachment of Site	\$1,706.00
Home Occupation	\$115.00
Mural Application	\$150.00
Ordinance Interpretation	\$250.00
Sidewalk Dining Permit	\$75.00
Sign Application	\$280.00
Banner Permit	\$35.00
Site Plan Review	
Initial Minor (Existing buildings no expansion or addition of one residential unit)	\$1,000.00
Initial Major or Subdivision/Parcel Map	\$2,500.00
Resubmittal (First resubmittal no charge)	\$750.00
Specific Plan	\$8,830.00
Specific Plan Amendment	\$4,415.00
Time Extensions	\$1,200.00
Temporary Use Permit	\$250.00

Application/Permit	FEE
Right-of-Way Abandonment	\$4,700.00
Variance	
Variance	\$4,915.00
Variance - Minor Deviation	\$1,000.00
Variance - Signs	\$3,000.00
Variance - Single Family Parcel	\$2,500.00
Zone Change	
Pre-Zone	\$3,900.00
Rezone and Text Amendment	\$7,800.00
Zoning Verification Letter	\$135.00

SUBDIVISION OF LANDS	
Tentative Parcel Map	\$4,550.00
Final Parcel Map	\$850.00
Tentative Subdivision Map	\$6,700.00
Certificate of Compliance	\$1,025.00
Lot Line Adjustment	\$1,500.00
Minor Amendment to Previously Approved Map	\$1,500.00

ENVIRONMENTAL COMPLIANCE	
NEPA	Actual Cost
Notice of Exemption	\$125.00
Environmental Impact Report/Study Processing (Fee + actual cost of EIR consultant)	\$8,500.00
Initial Study/Negative Declaration (city prepared)	\$1,450.00
Initial Study/Negative Declaration Technical (consultant prepared)	Actual Cost + 10%

Additional fees are required, payable to Kings County (See Kings County Fees)

Application/Permit	FEE
MISCELLANEOUS	
General Plan Text	\$60.00
Zoning Text	\$60.00
Photocopies (each)	
Black and White 8 1/2 X 11	\$0.25
Color (Letter and Legal Size)	\$1.00
Black and White 11 X 17	\$0.35
Color 11 X 17	\$2.00
Large Format Black and White	Cost
Large Format Color	Cost
Radius Map and Up to 50 Labels	\$100.00
CD of documents	\$10.00
Environmental Notices Mailed (Must be renewed annually)	\$125.00
Special Service Fees/Inspections	Actual Cost

ANNEXATION/REORGANIZATION FEES	
City Annexation/Reorganization	\$11,000.00
County Fee (LAFCo)* + cost	see attached
State Board of Equalization	see attached

PARKING	
Parking In Lieu Fee (per space)	\$4,000.00
Shared Parking Agreement	\$1,000.00

Application/Permit	FEE
Fees on this page are not adopted by the City and are based on the actual fees of the adopting agency.	
KINGS COUNTY	
Filing Fee (all environmental documents)	\$90.00
Notice of Determination ND/MND (Fish and Wildlife)	\$2,354.75
Notice of Determination EIR (Fish and Wildlife)	\$3,271.00
Impact Fees (Verify current Fees)	
LAFCo Fee + cost	\$1,000.00
*LAFCo fee of \$1,000 includes the Assessor's fee and Public Works fee and will need to cover total costs from the County based on time and materials. If less than \$1,000, the difference will be refunded. If more than \$1,000, applicant will pay the additional amount.	
STATE BOARD OF EQUALIZATION	
Size of Annexation	
Less than 1 acre	\$ 300
1 to 5 acres	\$ 350
6-10 acres	\$ 500
11-20 acres	\$ 800
21-50 acres	\$ 1,200
51-100 acres	\$ 1,500
101 to 500 acres	\$ 2,000
501-1000	\$ 2,500
1001 tp 2000 acres	\$ 3,000
2001 acres and above	\$ 3,500
School District Fees	
Please contact the appropriate school district for school fees.	

Code Violation Fines

Minor	\$25.00
General	\$100.00
Health and Safety	\$250.00

Definitions:

Minor: A "Minor" violation shall be defined as a violation of the Hanford Municipal Code, or other applicable law or code, that does not have the potential to create a health or safety hazard to the occupants of a structure/building or the general public.

General: A "General" violation shall be defined as a violation of the Hanford Municipal Code, or other applicable law or code, that has the potential of creating a health or safety hazard to the occupants of a structure/building or the general public if the violation is allowed to continue.

Heath and Safety: A "Heath and Safety" violation shall be defined as a violation of the Hanford Municipal Code or other applicable law or code that is a helath or safety hazard to the occupants of a structure/building or the general public.

Subsequent Violations:

Second violation in one year of the date of the initial citation, the fine shall be two times the initial fine.

Third violation in one year of the date of the initial citation, the fine shall be four times the initial fine.

Attachment: Resolution Exhibit A - Proposed Fee Schedule (CD: Development Fee Schedule)

Cannabis Application Fee

Application Fee	
Preliminary Eligibility	\$4,254.00
Initial Ranking	\$1,689.00
Second Ranking	\$2,241.00
Final Recommendation to Council	\$1,102.00
Background Fee (Each person)	\$300.00
Environmental Review	Actual Cost plus 10%
Live Scan (Each person)	\$135.00
Zoning Verification Letter	\$135.00

ADOPTED BY RESOLUTION 17-43-R

DATE: July 18, 2017

Cannabis Annual Permit Fee

Campus	\$32,000
Cultivation	\$32,000
Manufacturing	\$32,000
Distribution	\$32,000
Lab Testing	\$15,000
Dispensary	\$32,000
Microbusiness	\$32,000

ADOPTED BY RESOLUTION 17-62-R

DATE: December 5, 2017

Cannabis Taxes

ADOPTED BY: ORDINANCE: 18-02

EFFECTIVE DATE: January 1, 2019

Cultivation

Seven dollars (\$7.00) annually per square foot of canopy space in a facility that uses exclusively artificial lighting.

Four dollars (\$4.00) annually per square foot of canopy space in a facility that uses a combination of natural and

Two dollars (\$2.00) annually per square foot of canopy space in a facility that uses no artificial lighting, should the

One dollar (\$1.00) annually per square foot of canopy space for any nursery.

Lab Testing

One percent (1%) of gross receipts.

Retail Sales (dispensary, delivery, microbusiness)

Four percent (4%) of gross receipts.

Distribution

Two percent (2%) of gross receipts.

Manufacturing, Processing, or Microbusiness (non-retail) or any other

Two and half percent (2.5%) of gross receipts.

Application/Permit	FEE
Public Street and Infrastructure Improvement Plan Review/Inspection Fee	
6% of the first \$5,000 of improvement costs or fraction thereof	
5% of the next \$20,000 of improvement costs or fraction thereof	
4.5% of the next \$75,000 of improvement costs or fraction thereof	
3.5% of the next \$150,000 of improvement costs or fraction thereof	
2% of all amounts of improvement costs over \$250,000	
Water Meter Inspection Fee (all land uses) per meter	\$85.00
Backflow Prevention Assembly Inspection Fee (all land uses)	\$80.00
Grading Plan Review	
RESIDENTIAL: Single Family Residence	\$1,050.00
Two or Three Units	\$1,800.00
Four through Eight Units	\$3,050.00
Eight or More Units	\$4,400.00
COMMERCIAL: Sites less than one-half acre	\$2,700.00
Sites from one-half to one acre	\$4,200.00
Sites one to five acres	\$5,700.00
Sites over five acres	\$5,700 + \$85/acre
Permit Extensions	\$25.00

BUILDING DIVISION - PLAN CHECK FEES ONLY							
OCCUPANCY TYPE	PROJECT SIZE THRESHOLD	CONSTRUCTION TYPES I-FR, II-FR		CONSTRUCTION TYPES III 1-HR		CONSTRUCTION TYPES IV, V-N	
		BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF
"A" OCC-TENANT IMPROVEMENTS	500	\$422	\$0.2636	\$352	\$0.2197	\$281	\$0.1758
	2,500	\$949	\$0.0422	\$791	\$0.0352	\$633	\$0.0282
	5,000	\$1,055	\$0.0211	\$879	\$0.0176	\$703	\$0.0141
	10,000	\$1,160	\$0.0210	\$967	\$0.0175	\$774	\$0.0140
	25,000	\$1,476	\$0.0149	\$1,230	\$0.0124	\$984	\$0.0099
	50,000	\$1,848	\$0.0370	\$1,540	\$0.0308	\$1,232	\$0.0246
"B" OCC-TENANT IMPROVEMENTS	300	\$316	\$0.3296	\$264	\$0.2746	\$211	\$0.2197
	1,500	\$712	\$0.0527	\$593	\$0.0439	\$475	\$0.0351
	3,000	\$191	\$0.0265	\$659	\$0.0221	\$527	\$0.0177
	6,000	\$870	\$0.0263	\$725	\$0.0219	\$580	\$0.0175
	15,000	\$1,107	\$0.0186	\$923	\$0.0155	\$738	\$0.0124
	30,000	\$1,386	\$0.0462	\$1,155	\$0.0385	\$924	\$0.0308
"E" OCC-TENANT IMPROVEMENTS	100	\$461	\$1.4420	\$385	\$1.2016	\$308	\$0.9613
	500	\$1,038	\$0.2309	\$865	\$0.1924	\$692	\$0.1539
	1,000	\$1,154	\$0.1154	\$961	\$0.0961	\$769	\$0.0769
	2,000	\$1,269	\$0.1153	\$1,058	\$0.0960	\$846	\$0.0768
	5,000	\$1,615	\$0.0809	\$1,346	\$0.0674	\$1,077	\$0.0539
	10,000	\$2,019	\$0.2019	\$1,683	\$0.1683	\$1,346	\$0.1346
"H" OCC-TENANT IMPROVEMENTS	100	\$461	\$1.4420	\$385	\$1.2016	\$308	\$0.9613
	500	\$1,038	\$0.2309	\$865	\$0.1924	\$692	\$0.1539
	1,000	\$1,154	\$0.1154	\$961	\$0.0961	\$769	\$0.0769
	2,000	\$1,269	\$0.1153	\$1,058	\$0.0960	\$846	\$0.0768
	5,000	\$1,615	\$0.0809	\$1,346	\$0.0674	\$1,077	\$0.0539
	10,000	\$2,019	\$0.2019	\$1,683	\$0.1683	\$1,346	\$0.1346
"I" OCC-TENANT IMPROVEMENTS	1,000	\$422	\$0.1318	\$352	\$0.1099	\$281	\$0.0879
	5,000	\$949	\$0.0211	\$791	\$0.0176	\$633	\$0.0141
	10,000	\$1,055	\$0.0104	\$879	\$0.0087	\$703	\$0.0070
	20,000	\$1,159	\$0.0106	\$966	\$0.0088	\$773	\$0.0070
	50,000	\$1,476	\$0.0074	\$1,230	\$0.0062	\$984	\$0.0050
	100,000	\$1,848	\$0.0185	\$1,540	\$0.0154	\$1,232	\$0.0123
"M" OCC-TENANT IMPROVEMENTS	200	\$396	\$0.6180	\$330	\$0.5150	\$264	\$0.4120
	1,000	\$890	\$0.0989	\$742	\$0.0824	\$593	\$0.0659
	2,000	\$989	\$0.0495	\$824	\$0.0413	\$659	\$0.0330
	4,000	\$1,088	\$0.0495	\$907	\$0.0412	\$725	\$0.0330
	10,000	\$1,385	\$0.0347	\$1,154	\$0.0289	\$923	\$0.0231
	20,000	\$1,731	\$0.0866	\$1,443	\$0.0721	\$1,154	\$0.0577

"R-1/R-2" OCC-TENANT IMPROVEMENTS	80	\$158	\$0.6180	\$132	\$0.5150	\$105	\$0.4120
	400	\$356	\$0.0989	\$297	\$0.0824	\$237	\$0.0659
	800	\$396	\$0.0494	\$330	\$0.0412	\$264	\$0.0330
	1,600	\$435	\$0.0495	\$363	\$0.0413	\$290	\$0.0330
	4,000	\$554	\$0.0346	\$462	\$0.0288	\$369	\$0.0230
	8,000	\$692	\$0.0865	\$577	\$0.0721	\$431	\$0.0577
"S" OCC-TENANT IMPROVEMENTS	40	\$132	\$1.0300	\$110	\$0.8583	\$88	\$0.6867
	200	\$297	\$0.1647	\$247	\$0.1373	\$198	\$0.1098
	400	\$330	\$0.0824	\$275	\$0.0686	\$220	\$0.0549
	800	\$363	\$0.0824	\$302	\$0.0687	\$242	\$0.0549
	2,000	\$461	\$0.0576	\$385	\$0.0480	\$308	\$0.0384
	4,000	\$577	\$0.1442	\$481	\$0.1201	\$384	\$0.0961

BUILDING DIVISION - INSPECTION FEES ONLY							
OCCUPANCY TYPE	PROJECT SIZE THRESHOLD	CONSTRUCTION TYPES I-FR, II-FR		CONSTRUCTION TYPES III 1-HR		CONSTRUCTION TYPES IV, V-N	
		BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ TRHESHOLD SIZE	COST FOR EACH ADDITIONAL SF
"A" OCC-TENANT IMPROVEMENTS	500	\$549	\$0.1648	\$458	\$0.1374	\$366	\$0.1099
	2,500	\$879	\$0.1757	\$733	\$0.1464	\$586	\$0.1171
	5,000	\$1,318	\$0.0659	\$1,099	\$0.0549	\$879	\$0.0439
	10,000	\$1,648	\$0.0366	\$1,373	\$0.0305	\$1,098	\$0.0244
	25,000	\$2,196	\$0.0660	\$1,830	\$0.0550	\$1,464	\$0.0440
	50,000	\$3,846	\$0.0769	\$3,205	\$0.0641	\$2,564	\$0.0513
"B" OCC-TENANT IMPROVEMENTS	300	\$330	\$0.1648	\$275	\$0.1374	\$220	\$0.1099
	1,500	\$527	\$0.1757	\$440	\$0.1464	\$352	\$0.1171
	3,000	\$791	\$0.0659	\$659	\$0.0549	\$527	\$0.0439
	6,000	\$989	\$0.0366	\$824	\$0.0305	\$659	\$0.0244
	15,000	\$1,318	\$0.0660	\$1,098	\$0.0550	\$878	\$0.0440
	30,000	\$2,308	\$0.0769	\$1,923	\$0.0641	\$1,538	\$0.0513
"E" OCC-TENANT IMPROVEMENTS	100	\$206	\$0.3090	\$172	\$0.2575	\$137	\$0.2060
	500	\$330	\$0.3296	\$275	\$0.2745	\$220	\$0.2197
	1,000	\$494	\$0.1236	\$412	\$0.1030	\$330	\$0.0824
	2,000	\$618	\$0.0688	\$515	\$0.0573	\$412	\$0.0458
	5,000	\$824	\$0.1235	\$687	\$0.1029	\$550	\$0.0823
	10,000	\$1,442	\$0.1442	\$1,201	\$0.1201	\$961	\$0.0961
"H" OCC-TENANT IMPROVEMENTS	100	\$206	\$0.3090	\$172	\$0.2575	\$137	\$0.2060
	500	\$330	\$0.3296	\$275	\$0.2746	\$220	\$0.2197
	1,000	\$494	\$0.1236	\$412	\$0.1030	\$330	\$0.0824
	2,000	\$618	\$0.0688	\$515	\$0.0573	\$412	\$0.0458
	5,000	\$824	\$0.1235	\$687	\$0.1029	\$550	\$0.0823
	10,000	\$1,442	\$0.1442	\$1,201	\$0.1201	\$961	\$0.0961
"I" OCC-TENANT IMPROVEMENTS	1,000	\$549	\$0.0824	\$458	\$0.0687	\$366	\$0.0549
	5,000	\$879	\$0.0880	\$733	\$0.0733	\$586	\$0.0586
	10,000	\$1,319	\$0.0330	\$1,099	\$0.0275	\$879	\$0.0220
	20,000	\$1,649	\$0.0182	\$1,374	\$0.0152	\$1,099	\$0.0122
	50,000	\$2,196	\$0.0329	\$1,830	\$0.0274	\$1,464	\$0.0219
	100,000	\$3,840	\$0.0384	\$3,200	\$0.0320	\$2,560	\$0.0256
"M" OCC-TENANT IMPROVEMENTS	200	\$343	\$0.2574	\$286	\$0.2145	\$229	\$0.1716
	1,000	\$549	\$0.2748	\$458	\$0.2290	\$366	\$0.1832
	2,000	\$824	\$0.1031	\$687	\$0.0859	\$549	\$0.0687
	4,000	\$1,030	\$0.0573	\$859	\$0.0478	\$687	\$0.0382
	10,000	\$1,374	\$0.1029	\$1,145	\$0.0858	\$916	\$0.0686
	20,000	\$2,403	\$0.1202	\$2,003	\$0.1001	\$1,602	\$0.0801

"R-1/R-2" OCC-TENANT IMPROVEMENTS	80	\$247	\$0.4635	\$206	\$0.3862	\$165	\$0.3090
	400	\$396	\$0.4944	\$330	\$0.4120	\$264	\$0.3296
	800	\$593	\$0.1855	\$494	\$0.1546	\$396	\$0.1237
	1,600	\$742	\$0.1030	\$618	\$0.0858	\$494	\$0.0686
	4,000	\$989	\$0.1855	\$824	\$0.1546	\$659	\$0.1237
	8,000	\$1,731	\$0.2164	\$1,442	\$0.1803	\$1,154	\$0.1442
"S" OCC-TENANT IMPROVEMENTS	40	\$137	\$0.5151	\$114	\$0.4293	\$92	\$0.3434
	200	\$220	\$0.5492	\$183	\$0.4576	\$147	\$0.3661
	400	\$330	\$0.2060	\$275	\$0.1716	\$220	\$0.1373
	800	\$412	\$0.1145	\$343	\$0.0954	\$275	\$0.0763
	2,000	\$549	\$0.2060	\$458	\$0.1716	\$366	\$0.1373
	4,000	\$961	\$0.2403	\$801	\$0.2003	\$641	\$0.1602

BUILDING DIVISION - PLAN CHECK & INSPECTION FEES							
OCCUPANCY TYPE	PROJECT SIZE THRESHOLD	I-FR, II-FR		III 1-HR		IV, V-N	
		BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF
"A" OCC-TENANT IMPROVEMENTS	500	\$971	\$0.4285	\$809	\$0.3571	\$647	\$0.2857
	2,500	\$1,828	\$0.2179	\$1,524	\$0.1816	\$1,219	\$0.1453
	5,000	\$2,373	\$0.0870	\$1,978	\$0.0725	\$1,582	\$0.0580
	10,000	\$2,808	\$0.0578	\$2,340	\$0.0482	\$1,872	\$0.0385
	25,000	\$3,675	\$0.0800	\$3,063	\$0.0673	\$2,450	\$0.0538
	50,000	\$5,694	\$0.1139	\$4,745	\$0.0949	\$3,796	\$0.0759
"B" OCC-TENANT IMPROVEMENTS	300	\$646	\$0.4944	\$538	\$0.4120	\$431	\$0.3296
	1,500	\$1,239	\$0.2286	\$1,033	\$0.1905	\$826	\$0.1524
	3,000	\$1,582	\$0.0923	\$1,319	\$0.0769	\$1,055	\$0.0615
	6,000	\$1,859	\$0.0630	\$1,549	\$0.0525	\$1,239	\$0.0420
	15,000	\$2,426	\$0.0842	\$2,022	\$0.0702	\$1,618	\$0.0562
	30,000	\$3,690	\$0.1230	\$3,075	\$0.1025	\$2,460	\$0.0820
"E" OCC-TENANT IMPROVEMENTS	100	\$667	\$1.7510	\$556	\$1.4592	\$445	\$1.1673
	500	\$1,368	\$0.5304	\$1,140	\$0.4670	\$912	\$0.3736
	1,000	\$1,648	\$0.2390	\$1,373	\$0.1991	\$1,099	\$0.1593
	2,000	\$1,887	\$0.1840	\$1,573	\$0.1533	\$1,258	\$0.1227
	5,000	\$2,439	\$0.2043	\$2,033	\$0.1703	\$1,626	\$0.1362
	10,000	\$3,461	\$0.3461	\$2,884	\$0.2884	\$2,307	\$0.2307
ALL "F" OCC	1,000	\$2,560	\$0.5769	\$2,133	\$0.4808	\$1,707	\$0.3846
	5,000	\$4,868	\$0.2790	\$4,056	\$0.2325	\$245	\$0.1860
	10,000	\$6,263	\$0.1121	\$5,219	\$0.0934	\$4,175	\$0.0747
	20,000	\$7,383	\$0.0754	\$6,153	\$0.0628	\$4,922	\$0.0503
	50,000	\$9,645	\$0.1032	\$8,038	\$0.0860	\$6,430	\$0.0688
	100,000	\$14,805	\$0.1481	\$12,338	\$0.1234	\$9,870	\$0.0987
"H" OCC-TENANT IMPROVEMENTS	100	\$667	\$1.7510	\$556	\$1.4592	\$445	\$1.1673
	500	\$1,328	\$0.5604	\$1,140	\$0.4670	\$912	\$0.3736
	1,000	\$1,648	\$0.2390	\$1,373	\$0.1991	\$1,099	\$0.1593
	2,000	\$1,887	\$0.1840	\$1,573	\$0.1533	\$1,258	\$0.1227
	5,000	\$2,439	\$0.2043	\$2,033	\$0.1703	\$1,626	\$0.1362
	10,000	\$3,461	\$0.3461	\$2,884	\$0.2884	\$2,307	\$0.2307
"I" OCC-TENANT IMPROVEMENTS	1,000	\$971	\$0.2142	\$809	\$0.1785	\$648	\$0.1428
	5,000	\$1,828	\$0.1091	\$1,524	\$0.0909	\$1,219	\$0.0727
	10,000	\$2,374	\$0.0434	\$1,978	\$0.0362	\$1,582	\$0.0290
	20,000	\$2,808	\$0.0288	\$2,340	\$0.0240	\$1,872	\$0.0192
	50,000	\$3,672	\$0.0403	\$3,060	\$0.0336	\$2,448	\$0.0269
	100,000	\$5,688	\$0.0569	\$4,740	\$0.0474	\$3,792	\$0.0379

EXHIBIT C - PC INSPECTION FEES

16.A.c

"M" OCC-TENANT IMPROVEMENTS	200	\$739	\$0.8755	\$616	\$0.7296	\$493	\$0.5837
	1,000	\$1,439	\$0.3737	\$1,199	\$0.3114	\$960	\$0.2491
	2,000	\$1,813	\$0.1526	\$1,511	\$0.1271	\$1,209	\$0.1017
	4,000	\$2,118	\$0.1065	\$1,765	\$0.0888	\$1,412	\$0.0710
	10,000	\$2,757	\$0.0138	\$2,298	\$0.1148	\$1,838	\$0.0918
	20,000	\$4,134	\$0.2067	\$3,445	\$0.1723	\$2,756	\$0.1378
"R-1/R-2" OCC-TENANT IMPROVEMENTS	80	\$405	\$1.0815	\$338	\$0.9012	\$270	\$0.7210
	400	\$751	\$0.5933	\$626	\$0.4944	\$501	\$0.3955
	800	\$989	\$0.2350	\$824	\$0.1958	\$659	\$0.1566
	1,600	\$1,177	\$0.1525	\$981	\$0.1271	\$785	\$0.1017
	4,000	\$1,543	\$0.2201	\$1,286	\$0.1824	\$1,028	\$0.1467
	8,000	\$2,423	\$0.3029	\$2,019	\$0.2524	\$161	\$0.2019
"S" OCC-TENANT IMPROVEMENTS	40	\$269	\$1.5451	\$224	\$1.2876	\$179	\$1.0301
	200	\$516	\$0.7142	\$430	\$0.5951	\$344	\$0.4761
	400	\$659	\$0.2885	\$549	\$0.2404	\$439	\$0.1923
	800	\$775	\$0.1968	\$646	\$0.1640	\$516	\$0.1312
	2,000	\$1,011	\$0.2639	\$842	\$0.2199	\$674	\$0.1759
	4,000	\$1,538	\$0.3846	\$1,282	\$0.3205	\$1,026	\$0.2564

Attachment: Resolution Exhibit A - Proposed Fee Schedule (CD: Development Fee Schedule)

BUILDING DIVISION - EMP FEES

FEE TYPES --- ELECTRICAL	UNIT	FEE
Permit Issuance	each	\$ 50.0
Stand Alone Permit - Plan Check	hourly	\$ 105.0
Outdoor Events Carnivals, Circuses, or ther traveling shows or exhibitions utilizing transportation type rides booths, displays, and attractions	hourly	\$ 105.0
Temporary Power Service Temporary power service pole or pedistal, including all pole or pedistal-mounted receptacle outlets and appurtenances	each	\$ 105.0

UNIT FEES:

Receptacles, Switches, and Lighting Outlets	up to 20	\$ 43.7
	each additional	\$ 0.8
Residential Appliances Fixed residential appliances or receptacle outlets for the same, including wall-mounted electric ovens, coutnter mounted cook tops, electric ranges, self-contained room consoles or through-well air conditioners, space heaters, food waste grinders, dish washers, washing machines, water heaters, clothes dryers, or other motor-operated appliances (each) not exceeding one horsepower rating	each	\$ 35.0
Nonresidential Appliances Residential appliances and factory wired nonresidential appliances, including medical and dental devices; food, beverage, and ice cream cabnets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment	each	\$ 35.0
Power Apparatus Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus as follows: Rating in Horsepower (HP), Kilowatts (KW), or Kilovolt-amperes (KVA), or Kilovolt-aperes-reactive (KVAR) (fees include all switches, breakers, etc.)		
Up to and including 1	each	\$ 35.0
Over 1 and not over 50	each	\$ 35.0
Over 50 and not over 100	each	\$ 43.7
Over 100	each	\$ 52.5
Signs, Outline Lighting, and Marquees Signs, Outline Lighting, or Marquees supplied from one branch circuit	each	\$ 52.5
Services		
Services 600 volts or less and not over 1000 aperers in rating	each	\$ 105.0
Services over 600 volts or over 1000 amperes in rating	each	\$ 157.5
Subpanels	each	\$ 35.0
EV Charging Station		
Residential	each	\$ 157.5
Commercial	1 - 3	\$ 315.0
	each additional	\$ 105.0

Attachment: Resolution Exhibit A - Proposed Fee Schedule (CD: Development Fee Schedule)

Miscellaneous Apparatus, Conduits, and Conductors			
Electrical apparatus, conduits, and conductors for which a permit is required, but for which no fee is herein set forth		each	\$ 35.0
Photovoltaic Systems - Residential & Small Commercial (up to 49KW)	PLAN CHECK	INSPECTION	TOTAL
1 - 15 Kilowatts	\$200.00 each	\$300.00 each	\$500.00 each
Each Kilowatt above 15 KW		\$15.00 per KW	\$15.00 per KW
Photovoltaic Systems - Commercial			
50 Kilowatts	\$400.00 each	\$600.00 each	\$1000.00 each
Each Kilowatt between 51 KW and 250 KW		\$7.00 per KW	\$7.00 per KW
Each Kilowatt above 250 KW		\$5.00 per KW	\$5.00 per KW

BUILDING DIVISION - EMP FEES		
FEE TYPES --- MECHANICAL	UNIT	FEE
Permit Issuance	each	\$ 50.00
Stand Alone Permit - Plan Check	hourly	\$ 105.00
UNIT FEES:		
Install/Relocate each forced air or gravity-type furnace or burner (including attached ducts and vents)	each	\$ 70.00
Install/Relocate each floor furnace (including vent)	each	\$ 70.00
Install/Relocate each suspended heater, recessed wall heater, or floor-mounted unit heater	each	\$ 70.00
Install/Relocate/Replace each appliance vent installed and not included in an appliance permit	each	\$ 70.00
Repair/Alteration/Addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls required by the code	each	\$ 61.25
Install/Relocate each boiler or compressor, or each absorption system	each	\$ 61.25
Each air-handling unit, including attached ducts up to 10,000 CFM	each	\$ 70.00
Each air-handling unit over 10,000 CFM	each	\$ 70.00
Each evaporative cooler other than portable type	each	\$ 35.00
Each ventilation fan connected to a single duct	each	\$ 52.50
Each ventilation system which is not a portion of any heating or air-conditioning system	each	\$ 61.25
Installation of each hood which is served by a mechanical exhaust, including the ducts for such hood	each	\$ 70.00
Install/Relocate each incinerator	each	\$ 52.50
Each appliance or piece of equipment regulated by this code but not classified in other appliance categories, or for which no other fee is listed in this code	each	\$ 52.50
Other mechanical inspections not noted above	hourly	\$ 105.00

BUILDING DIVISION - EMP FEES		
FEE TYPES --- PLUMBING	UNIT	FEE
Permit Issuance	each	\$ 50.0
Stand Alone Permit - Plan Check	hourly	\$ 105.0
UNIT FEES:		
Plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping, and backflow protection therefore)	each	\$ 35.0
Building or trailer park sewer	each	\$ 52.5
Rainwater system - inside building	per drain	\$ 17.5
Cesspool where permitted	each	\$ 26.2
Private sewage disposal system	each	\$ 105.0
Water heater and/or vent	each	\$ 35.0
Gas piping system	1 to 5 outlets	\$ 52.5
Additional outlets	each	\$ 3.5
Medical gas piping system	1 to 5 outlets	\$ 52.5
Additional outlets	each	\$ 8.7
Industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixtures traps	each	\$ 52.5
Installation/Alteration/Repair of water piping and/or water treating equipment	each	\$ 52.5
Repair/Alteration or drainage or vent piping	each	\$ 52.5
Lawn sprinkler system on any one meter, including backflow protection devices therefore	each	\$ 35.0
Backflow devices not included in other fee services	each	\$ 35.0
Atmospheric-type vacuum breakers not included in other fee services	1 to 5 outlets	\$ 35.0
Additional outlets	each	\$ 1.7
Other plumbing and gas inspections not noted above	hourly	\$ 105.0

BUILDING DIVISION - FEES		
OTHER INSPECTIONS AND FEES	UNIT	FEE
Inspections outside of normal business hours, (minimum charge of two hours at time and one-half)	hourly @ 1 1/2	\$ 315.00
Each additional hour or portion thereof at time and one-half	hourly @ 1 1/2	\$ 157.50
Reinspection Fee	per reinspection	\$ 105.00
Inspection for which no fee is specifically indicated (minimum charge 1/2 hour)	hourly	\$ 105.00
Additional plan review required because of changes, additions, or revisions to approved plans (minimum charge 1 hour)	hourly	\$ 105.00
Outside plan check consultants-Actual cost to the city X 133%	hourly	Cost X 133%
Compliance Inspection	each	\$ 157.50
Deferred Submittals	hourly	\$ 105.00
Duplicate Permit or Job Cards	each	\$ 10.00
Work without permit - \$500.00 or 2X permit fee - whichever is greater	each	\$500.00 or 2X F

BUILDING DIVISION - MISCELLANEOUS FEES		FEE		
MISCELLANEOUS FEES & CODE COMPLIANCE	UNIT	P.I.	PC	INSP.
Address Assignments	each			\$ 3.15
Additions, Residential	up to 300 SF	\$ 50.00	\$ 157.50	\$ 304.50
Additional SF	SF		\$ 0.26	\$ 0.74
Antennas - Telecom Facility (towers)	each	\$ 50.00	\$ 52.50	\$ 157.50
Antenna Installations	each antenna	\$ 50.00	\$ 35.00	\$ 35.00
Awning/canopy (supported by the building)	up to 2	\$ 50.00	\$ 26.25	\$ 35.00
Additional	each		\$ 3.15	\$ 5.25
Balcony Addition	up to 200 SF	\$ 50.00	\$ 52.50	\$ 94.50
Additional	over 200 SF		\$ 105.00	\$ 141.75
Carport (200 SF)	≤ 200 SF	\$ 50.00	\$ 52.50	\$ 106.00
Additional SF on same side (over 200 SF)	over 200 SF		\$ 105.00	\$ 159.00
Change of Use/Change of Occupancy	each	\$ 50.00	\$ 57.50	\$ 105.00
Commercial Coach	each bldg.	\$ 50.00	\$ 52.50	\$ 210.00
Deck (wood)	up to 200 SF	\$ 50.00	\$ 52.50	\$ 157.50
Additional (over 200 SF)	over 200 SF		\$ 105.00	\$ 236.25
Demolition - Commercial	each structure	\$ 50.00	\$ 52.50	\$ 160.00
Residential	each structure	\$ 50.00	\$ 52.50	\$ 110.00
Electronics/System Replacement	each permit	\$ 5.00		
Fence - Non-Masonry, over 7 feet high	up to 100 LF	\$ 50.00	\$ 52.50	\$ 52.50
Non-Masonry, Additional	LF		\$ 105.00	\$ 0.57
Masonry, all heights	up to 100 LF	\$ 50.00	\$ 52.50	\$ 105.00
Masonry, Additional	LF		\$ 105.00	\$ 0.66
Fireplace - Masonry	each	\$ 50.00	\$ 52.50	\$ 169.00
Pre-Fabricated/Metal/Inserts	each	\$ 50.00	\$ 52.50	\$ 52.50
Flag Pole	each	\$ 50.00	\$ 26.25	\$ 52.50
Foundation Only Valuation based on \$5.00 per square foot	SF	\$ 50.00	See Valuation Chart	
Repair	up to 100 LF	\$ 50.00	\$ 52.50	\$ 105.00
Addition	LF		\$ 105.00	\$ 0.66
Lighting Poles	first one	\$ 50.00	\$ 17.50	\$ 26.25
Additional Poles	each		\$ 2.10	\$ 5.25
Moved Buildings	each bldg.	\$ 50.00	\$ 105.00	\$ 157.50
Plus mileage cost outside city limits (Current Government Rate)	mile			
Partitions - Commercial, Interior	up to 30 LF	\$ 50.00	\$ 35.00	\$ 52.50
Additional	LF		\$ 0.42	\$ 0.84
Partitions - Residential, Interior	up to 30 LF	\$ 50.00	\$ 35.00	\$ 32.50
Additional	LF	\$ 50.00	\$ 0.42	\$ 0.84
Covered Patio/Trellis/Arbor (not enclosed)	up to 300 SF	\$ 50.00	\$ 52.50	\$ 157.50
Additional Patio/Tressis/Arbor	each 300 SF		\$ 26.25	\$ 35.00
Enclosed Patio/Porch	up to 300 SF	\$ 50.00	\$ 84.00	\$ 210.00
Additional Enclosed Patio/Porch	each 300 SF		\$ 31.50	\$ 84.00
Pile Foundation - Cast-in-place Concrete	up to 10 piles	\$ 50.00	\$ 78.75	\$ 84.00
Additional Piles	each		\$ 13.65	\$ 6.30

Driven (any type)	up to 10 piles	\$ 50.00	\$ 78.75	\$ 84.00
Additional Piles	each	\$ 50.00	\$ 13.65	\$ 6.30
Plan Review Fee in excess of Submittal and two re-checks	per hour		\$ 105.00	
Remodel, Residential	up to 300 SF	\$ 50.00	\$ 105.00	\$ 210.00
Additional Remodel	SF		\$ 0.21	\$ 0.53
Re-Roof - Residential, Roof over	each	\$ 50.00	\$ 35.00	\$ 78.75
Tear-off	each	\$ 50.00	\$ 35.00	\$ 131.25
Commercial	each	\$ 50.00	\$ 52.50	\$ 157.50
Permit Issuance	each	\$ 50.00		
Retaining Walls (concrete or masonry)	up to 50 LF	\$ 50.00	\$ 35.00	\$ 78.75
Additional	LF		\$ 0.21	\$ 0.53
Siding - Stone and Brick Veneer	up to 400 SF	\$ 50.00	\$ 52.50	\$ 105.00
Stucco	up to 400 SF	\$ 50.00	\$ 35.00	\$ 70.00
All Others	up to 400 SF	\$ 50.00	\$ 52.50	\$ 96.60
Additional Siding (all types)	SF		\$ 0.16	\$ 0.21
Signs	per site	\$ 50.00	\$ 35.00	\$ 52.50
Skylights - up to 10 SF	each	\$ 50.00	\$ 26.25	\$ 78.75
Over 10 SF or Structural work involved	each	\$ 50.00	\$ 35.00	\$ 105.00
Solar Panels, Pool Heating/Water Heating	each system	\$ 50.00	\$ 70.00	\$ 131.25
Stairs	first flight	\$ 50.00	\$ 52.50	\$ 105.00
Additional	per flight		\$ 10.50	\$ 26.25
Storage racks (shelving) - 0 to 8 ft high	up to 100 LF	\$ 50.00	\$ 52.50	\$ 35.00
Additional	LF		\$ 0.11	\$ 0.26
Over 8 ft high	up to 100 LF	\$ 50.00	\$ 78.75	\$ 52.50
Additional	LF		\$ 0.11	\$ 0.32
Swimming Pools/Spas	each	\$ 50.00	\$ 78.25	\$ 157.50
Heater	each		\$ 26.25	\$ 17.85
Spa or Hot Tub, Prefabricated	each	\$ 50.00	\$ 26.29	\$ 52.50
Wells	each	\$ 50.00		\$ 140.00
Windows and Doors - Replacement	each 3	\$ 50.00	\$ 16.80	\$ 52.50
New	each 3	\$ 50.00	\$ 26.25	\$ 59.85
New (Structural, in shearwall or masonry)	each 3	\$ 50.00	\$ 35.00	\$ 68.25
Miscellaneous Repairs (Items not covered anywhere else in this fee schedule)				
(Based on Valuation of the Work)				
\$1.00 to \$1,000.00		\$ 50.00	\$ 38.85	\$ 45.15
\$1,001.00 to \$5,000.00		\$ 50.00	\$ 111.30	\$ 130.20
\$5,001.00 to \$10,000.00		\$ 50.00	\$ 180.60	\$ 212.10
\$10,001.00 to \$15,000.00		\$ 50.00	\$ 249.90	\$ 294.00
\$15,001.00 to 20,000.00		\$ 50.00	\$ 320.25	\$ 375.90
\$20,001.00 to 25,000.00		\$ 50.00	\$ 389.55	\$ 457.80
\$25,001.00 to \$30,000.00		\$ 50.00	\$ 438.90	\$ 516.60
\$30,001.00 and greater \$1.80 per \$1,000.00 valuation		\$ 50.00		
Proposed: \$30,001.00 and greater \$1.94 per \$1,000.00 valuation + \$30,000.00 fee				

BUILDING VALUATION DATA - AUGUST 2018

Provided by International Code Council Revised every 6 months at www.ICCsafe.org

Square Foot Construction Costs^{a,b,c}

Group (2018 International Bldg. Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	\$ 244.21	\$ 236.18	\$ 230.55	\$ 221.01	\$ 207.82	\$ 201.82	\$ 214.02	\$ 189.83	\$ 182.7
A-1 Assembly, theaters, without stage	\$ 223.45	\$ 215.42	\$ 209.80	\$ 200.25	\$ 187.31	\$ 181.32	\$ 193.26	\$ 169.33	\$ 162.2
A-2 Assembly, nightclubs	\$ 190.08	\$ 184.73	\$ 180.34	\$ 172.99	\$ 163.33	\$ 158.82	\$ 166.99	\$ 147.83	\$ 142.9
A-2 Assembly, restaurants, bars, banquet halls	\$ 189.08	\$ 183.73	\$ 178.34	\$ 171.99	\$ 161.33	\$ 157.82	\$ 165.99	\$ 145.83	\$ 141.9
A-3 Assembly, churches	\$ 224.47	\$ 216.44	\$ 210.82	\$ 201.27	\$ 189.73	\$ 183.73	\$ 194.28	\$ 171.74	\$ 164.6
A-3 Assembly, general, community halls, libraries, museums	\$ 188.77	\$ 180.74	\$ 174.11	\$ 165.57	\$ 151.59	\$ 146.63	\$ 158.58	\$ 133.64	\$ 127.5
A-4 Assembly, arenas	\$ 222.45	\$ 214.42	\$ 207.80	\$ 199.25	\$ 185.31	\$ 180.32	\$ 192.26	\$ 167.33	\$ 161.2
B Business	\$ 195.88	\$ 188.76	\$ 182.90	\$ 173.98	\$ 159.08	\$ 153.13	\$ 167.31	\$ 139.76	\$ 133.6
E Educational	\$ 207.44	\$ 200.32	\$ 195.11	\$ 186.22	\$ 173.62	\$ 164.85	\$ 179.83	\$ 151.63	\$ 147.3
F-1 Factory and industrial, moderate hazard	\$ 115.30	\$ 109.99	\$ 103.87	\$ 99.84	\$ 89.72	\$ 85.56	\$ 95.69	\$ 73.79	\$ 69.5
F-2 Factory and industrial, low hazard	\$ 114.30	\$ 108.99	\$ 103.87	\$ 98.84	\$ 89.72	\$ 84.56	\$ 94.69	\$ 73.79	\$ 68.5
H-1 High Hazard, explosives	\$ 107.85	\$ 102.54	\$ 97.43	\$ 92.40	\$ 83.50	\$ 78.33	\$ 88.25	\$ 67.57	N.P.
H234 High Hazard	\$ 107.85	\$ 102.54	\$ 97.43	\$ 92.40	\$ 83.50	\$ 78.33	\$ 88.25	\$ 67.57	\$ 62.34
H-5 HPM	\$ 195.88	\$ 188.76	\$ 182.90	\$ 173.98	\$ 159.08	\$ 153.13	\$ 167.31	\$ 139.76	\$ 133.6
I-1 Institutional, supervised environment	\$ 194.98	\$ 188.36	\$ 182.90	\$ 175.20	\$ 161.40	\$ 157.01	\$ 175.29	\$ 144.58	\$ 140.08
I-2 institutional, hospitals	\$ 327.69	\$ 320.57	\$ 314.72	\$ 305.80	\$ 289.87	N.P.	\$ 299.12	\$ 270.56	N.P.
I-2 Institutional, nursing homes	\$ 227.45	\$ 220.33	\$ 214.47	\$ 205.56	\$ 191.65	N.P.	\$ 198.88	\$ 172.34	N.P.
I-3 Institutional, restrained	\$ 222.66	\$ 215.54	\$ 209.69	\$ 200.77	\$ 187.11	\$ 180.16	\$ 194.09	\$ 167.80	\$ 159.71
I-4 Institutional, day care facilities	\$ 194.98	\$ 188.36	\$ 182.90	\$ 175.20	\$ 161.40	\$ 157.01	\$ 175.29	\$ 144.58	\$ 140.08
M Mercantile	\$ 141.54	\$ 136.19	\$ 130.80	\$ 124.45	\$ 114.24	\$ 110.73	\$ 118.45	\$ 98.74	\$ 94.83
R-1 Residential, hotels	\$ 196.81	\$ 190.20	\$ 184.74	\$ 177.03	\$ 162.97	\$ 158.58	\$ 177.13	\$ 146.15	\$ 141.65
R-2 Residential, multiple family	\$ 165.05	\$ 158.44	\$ 152.98	\$ 145.27	\$ 132.00	\$ 127.61	\$ 145.37	\$ 115.18	\$ 110.68
R-3 Residential, one-and two-family ^d	\$ 154.04	\$ 149.85	\$ 145.98	\$ 142.32	\$ 137.11	\$ 133.50	\$ 139.93	\$ 128.29	\$ 120.75
R-4 Residential, care/assisted living facilities	\$ 194.98	\$ 188.36	\$ 182.90	\$ 175.20	\$ 161.40	\$ 157.01	\$ 175.29	\$ 144.58	\$ 140.08
S-1 Storage, moderate hazard	\$ 106.85	\$ 101.54	\$ 95.43	\$ 91.40	\$ 81.50	\$ 77.33	\$ 87.25	\$ 65.57	\$ 61.34
S-2 Storage, low hazard	\$ 105.85	\$ 100.54	\$ 95.43	\$ 90.40	\$ 81.50	\$ 76.33	\$ 86.25	\$ 65.57	\$ 60.34
U Utility, miscellaneous	\$ 83.66	\$ 79.00	\$ 74.06	\$ 70.37	\$ 63.47	\$ 59.32	\$ 67.24	\$ 50.19	\$ 47.80

a. Private Garages use Utility, misc.

c. N.P. = not permitted

b. For shell only building deduct 20%

d. Unfinished basements (Group R-3) = \$22.45 per sq.ft.

Apply Building Valuation Data to this Table**TABLE 1-A - BUILDING INSPECTION FEES**

Attachment: Resolution Exhibit A - Proposed Fee Schedule (CD: Development Fee Schedule)

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
Plan Review Fees will be 65% of Building Inspection Fees	
A contract, signed by all parties, for the cost to build a specific project may be substituted for the Building Valuation Data sheet as determined by the building official	

Notice of Exemption 2019-25

To: ☐ Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

☒ County Clerk
County of Kings
Kings County Government Center
Hanford, CA 93230

From: City of Hanford
317 North Douty Street
Hanford, CA 93230

Project Title: Hanford Development Fees

Project Location – City of Hanford

Project Location – City: Hanford **Project Location – County:** Kings County

Description of Nature, Purpose and Beneficiaries of Project: The proposed project is the increase or adjustment and addition of new fees in Building, Planning, Code Enforcement, Cannabis and Public Works Divisions.

Name of Public Agency Approving Project: City of Hanford, Planning Division

Name of Person or Agency Carrying Out Project: City of Hanford, Planning Division

Exempt Status: **(check one)**

- ☐ Ministerial (Sec. 21080(b)(1); 152698);
☐ Declared Emergency (Sec. 21080(b)(3); 15269 (a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption: State type and section number:
☒ Statutory Exemption. State code number: 15273

Reasons why project is exempt: Rates, tolls, fares and charges related to user fees are statutorily exempt from the provisions of the California Environmental Quality Act pursuant to CEQA Guidelines Section 15273 as same are adopted and adjusted to meet operating expenses, purchase and lease supplies to maintain services provided by the City

Lead Agency

Contact Person: Darlene R. Mata Area Code/ Telephone: (559) 585-2590

Signature: _____ Date: June 25, 2018 Title: Community Development Director

☒ Signed by Lead Agency Date received for filing at OPR: _____
☐ Signed by Applicant

Attachment: Notice of Exemption 2019-25 (CD: Development Fee Schedule)



AGENDA STAFF REPORT

MEETING DATE: 7/2/2019	AGENDA SECTION: A
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SUBJECT:

Community Development: Declaration of the property located at 218 N Douty (APN 012-053-005), currently Rabobank, as surplus City property.

RECOMMENDATION:

That the City Council discuss the disposition of the property at 218 N. Douty and declare it surplus, direct staff to send notices to public agencies and proceed with the sale in accordance with current policies.

BACKGROUND:

At the budget meeting on June 25, 2019, the City Council discussed the expenses of rental properties, including the property at 218 N. Douty, and directed staff to put the item on a future agenda for discussion and potential declaration of surplus. The property consists of approximately 10,075 square feet containing a building and parking lot.

The City entered into a five year contract in 2018 with Rabobank, N. A., which was signed in September of 2018, to lease the main floor and mezzanine. The current rent is \$5,429.35 and goes up 3% each year. The City will get approximately \$65,000 in the next fiscal year. As part of this evaluation, the Council asked staff to summarize how much the City spends on maintenance of the Rabobank building. Most years the expenditures are minimal and are difficult to estimate, however there have been years with significant expenses. Repairs have included rain gutter rebuild, painting the exterior, replacing non slip strips on stairs, replace the rain water sump pump, resealing of roof jacks. The City spent approximately \$58,500 to repaint in 2010. There has been some discussion of the parking lot needing repairs and reports of musty or moldy smells in the building. Rabobank had the smells looked into, but did not find any water issues at the time.

FISCAL IMPACT:

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 7/2/2019	AGENDA SECTION: B
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SUBJECT:

Administration: Adopt Resolution 19-15-R, authorizing the City's entry into an exercise of Joint Powers Agreement regarding the California Choice Energy Authority (CCEA) and taking further actions related thereto.

RECOMMENDATION:

See attached Staff Report.

FISCAL IMPACT:

The recommended actions can be carried out without additional impact on the current operating budget.

ATTACHMENTS:

2019_06_04 Staff Report- CCEA Reso and agreements

Hanford CCEA RESO 2019 0604

Hanford Deposit Account Control Agreement_Draft 2019 0412

Hanford Intercreditor and Collateral Agency Agreement_Draft 2019 0412

Hanford Security Agreement_Draft 2019 0412

Hanford-ASA Draft 2019 0412

CITY OF HANFORD CITY COUNCIL STAFF REPORT

MEETING DATE: Tuesday, July 2, 2019

SUBJECT: ADOPT RESOLUTION AUTHORIZING THE CITY'S ENTRY INTO AN EXERCISE OF JOINT POWERS AGREEMENT REGARDING THE CALIFORNIA CHOICE ENERGY AUTHORITY AND TAKING FURTHER ACTIONS RELATED THERETO

RECOMMENDATION:

That the Council:

- 1) Adopt Resolution 19-15-R, RESOLUTION AUTHORIZING THE CITY'S ENTRY INTO A JOINT EXERCISE OF POWERS AGREEMENT REGARDING THE CALIFORNIA CHOICE ENERGY AUTHORITY AND DIRECTING THE TAKING OF FURTHER ACTIONS RELATED THERETO"; and
- 2) Authorize and direct staff to enter into an Administrative Services Agreement with California Choice Energy Authority; and
- 3) Authorize and direct staff to enter into a Security Agreement with River City Bank; and
- 4) Authorize and direct staff to enter into an Intercreditor and Collateral Agency Agreement with River City Bank and Secured Creditors; and
- 5) Authorize and direct staff to enter into a Deposit Account Control Agreement with River City Bank.

DISCUSSION:

The City Council has taken several steps over the past year as part of its research into establishing a community choice aggregation ("CCA") program in the City of Hanford. These steps have included:

- Engaging California Choice Energy Authority ("CalChoice") to perform a technical study to determine the feasibility of operating a CCA in the City of Hanford;
- November 20, 2018: Heard results of CCA technical study, Introducing Ordinance establishing a CCA program and approving CCA Implementation Plan;

- December 18, 2018: Adopting Ordinance establishing CCA program and approving CCA Implementation Plan;
- December 27, 2018: CCA Implementation Plan filed with California Public Utilities Commission (“CPUC”) for certification;
- March 26, 2019: CCA Implementation Plan certified by CPUC (Letter attached);
- April 16, 2019: Approval of CalChoice Implementation Support Services Agreement; Deposit of \$100k bond with CPUC and SCE Service Agreement.

The technical study concluded that Hanford can establish a CCA program that meets the goals of:

- Consumer Choice
- Local Control
- Rate Setting
- Improved Renewable Energy Options
- Development of Energy Programs
- Energy Efficiency
- Demand Response
- Economic Development Opportunities

BACKGROUND:

Assembly Bill 117, signed into law in September 2002, granted the right of any California city to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program; known as Community Choice Aggregation (“CCA”). In 2010, the first CCA program launched in Marin County.

Since that time, there has been a wave of other CCA programs serving customers in California, including Apple Valley Choice Energy, Lancaster Choice Energy, Pico Rivera “PRIME”, Rancho Mirage “RMEA”, and San Jacinto “San Jacinto Power,” all of which are Associate Members of CalChoice. These programs have all successfully transitioned their communities from traditional utility provided electricity generation to CCA procured electricity. In addition to providing a competitive option for their residents, these programs have also provided additional savings in the form of lower rates and increased renewable energy consumption within their service boundaries.

Under a CCA program, Southern California Edison (SCE) continues to be responsible for electricity delivery and transmission, owning and maintaining the power and transmission infrastructure, reading the meters, and billing and collecting from customers. The only change under a CCA program is that power consumed by customers is purchased by the CCA, with the revenues collected staying in the City to benefit the citizens and businesses of Hanford.

The next steps in the Hanford CCA implementation process are:

- Adopting Resolution to Join California Choice Energy Authority;
- Authorizing Administrative Services Agreement with California Choice Energy Authority;
- Authorizing Security Agreement with River City Bank;
- Authorizing Intercreditor and Collateral Agency Agreement with River City Bank and Secured Creditors;
- Authorizing Deposit Account Control Agreement with River City Bank.

Resolution to Join California Choice Energy Authority

CalChoice is a Joint Powers Authority that accepts associate members for the purpose of CCA power procurement, regulatory compliance and advocacy and administrative functions. Doing so results in a more cost effective CCA program for all members. The member agencies maintain all control of decision making for the CCA program, including revenue control, rate setting, policy decisions and program development. Current associate members include Apple Valley, Lancaster, Pico Rivera, Rancho Mirage and San Jacinto. Cities considering joining include Baldwin Park, Commerce, Hanford, Palmdale, Pomona and Santa Paula. As members increase, the shared costs go down, improving the net results of the individual Member CCAs. The CalChoice Board of Directors approved of Hanford's entry into CalChoice as an associate member on April 23, 2019.

California Choice Energy Authority Administrative Services Agreement; Security Agreement; Intercreditor and Collateral Agency Agreement; and Deposit Account and Control Agreement

The California Choice Energy Authority Administrative Service Agreement ("ASA") is the guiding document that establishes the working relationship between City of Hanford and CalChoice. Fees for the ASA services should be considered estimates and do not begin to be accrued until the Hanford CCA is serving customers. The fees were estimated based on Hanford being the 6th agency to join CalChoice, however, there are five other agencies considering joining as Associate Members. Since a portion of the fees are shared, as additional agencies join the shared fees are reduced for all Associate Members. An updated Exhibit C Fee Schedule will be provided to Hanford prior to the 2020 launch.

The Security and Intercreditor and Collateral Agency Agreements are the documents that establish the protections for the Hanford General Fund. These documents provide that the revenues generated by the CCA are deposited into a separate bank account, the "Lockbox", and is the security pledge for energy purchases. There are several energy suppliers that are comfortable with this arrangement and have these same arrangements with most of the CalChoice Associate Members. These documents establish the priority waterfall for distributing funds from the lockbox.

The Deposit Account and Control Agreement ("DACA") establishes the relationship with the City of Hanford's 3rd party financial institution that administers the Lockbox account,

the City of Hanford and the energy suppliers. To date, only River City Bank is offering those services, and provides these services to nearly all operating CCAs in the state.

These documents are before the City Council for consideration now to enable CalChoice to move forward in meeting the Resource Adequacy procurement requirements. The approval of these documents does not bind Hanford to launching and operating a CCA; they enable progress to continue to move forward towards launch.

FISCAL IMPACT:

The recommended actions can be carried out without additional impact on the current operating budget.

ATTACHMENTS:

Resolution 19-15-R, RESOLUTION AUTHORIZING THE CITY'S ENTRY INTO A JOINT EXERCISE OF POWERS AGREEMENT REGARDING THE CALIFORNIA CHOICE ENERGY AUTHORITY AND DIRECTING THE TAKING OF FURTHER ACTIONS RELATED THERETO

Draft Administrative Services Agreement

Draft Security Agreement

Draft Intercreditor and Collateral Agency Agreement

Draft Deposit Account Control Agreement

RESOLUTION 19-15-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD, CALIFORNIA, AUTHORIZING THE CITY'S ENTRY INTO A JOINT EXERCISE OF POWERS AGREEMENT REGARDING THE CALIFORNIA CHOICE ENERGY AUTHORITY AND DIRECTING THE TAKING OF FURTHER ACTIONS RELATED THERETO

WHEREAS, the City of Hanford ("City") is a municipal corporation organized and operating under the laws of the State of California, with the City Council of the City of Hanford ("City Council") serving as the governing body of the City;

WHEREAS, the California Choice Energy Authority ("Authority") is a joint exercise of powers authority created under the Joint Exercise of Powers Act (California Government Code Section 6500, *et seq.*) by that certain agreement dated August 14, 2012, and originally entitled "Joint Exercise of Powers Agreement Relating to the California Clean Energy Authority" ("JPA Agreement");

WHEREAS, the Authority changed its name to the "California Choice Energy Authority" via its adoption of the First Amendment to the JPA Agreement on March 28, 2017;

WHEREAS, Section 12 of the JPA Agreement provides that public agencies may be added as parties to the JPA Agreement, and thereby become members of the Authority, upon the following: (i) the filing with the Authority of an executed counterpart of the JPA Agreement, together with a copy of the resolution of the governing body of the joining public agency approving the JPA Agreement and the execution and delivery thereof; and (ii) adoption of a resolution of the Authority's governing body approving the addition of such public agency as a member;

WHEREAS, the City Council desires for the City to become a party to the Agreement and a member of the Authority, and finds that doing so will further the public health, safety, and general welfare of the community.

NOW, THEREFORE, THE CITY COUNCIL OF CITY OF HANFORD, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE AND ORDER, AS FOLLOWS:

SECTION 1. Based on the staff report, presentation, public comment, and other matters presented to the City Council during its consideration of this matter, the City Council finds and declares that the foregoing recitals are true and correct, and hereby incorporated as substantive findings of this Resolution.

SECTION 2. The City Council hereby approves and authorizes the City to enter into the JPA Agreement, and thereby approves and authorizes the City to become a member of the Authority. The City Manager is authorized and directed to execute a counterpart to the JPA Agreement on behalf of the City and file the same, along with a copy of this Resolution, with the Authority pursuant to Section 12 of the JPA Agreement.

SECTION 3. The City Council hereby authorizes the City to enter into, and the City Manager is authorized and directed to execute on the City's behalf, an administrative services agreement with the Authority in a form substantially similar to that attached hereto as Exhibit "A" ("Services Agreement"). The City Council further authorizes the Authority to enter into any ancillary agreements required in connection with the Services Agreement on behalf of the City.

SECTION 4. The City Council hereby authorizes the City to enter into, and the City Manager is authorized and directed to execute on the City's behalf, a security agreement, inter-creditor agreement, and one or more account control agreements in a form substantially similar to those respective agreements as are attached hereto as Exhibit "B" ("Security Agreements"). The City Council further authorizes the Authority to enter into any ancillary agreements on behalf of the City required in connection with the Security Agreements.

SECTION 5. The City Council further authorizes the Authority to negotiate, from time to time, the Authority's entry into purchase contracts on behalf of the City for the purchase of energy and renewable energy, and related products, and for which contracts the City shall be solely responsible for payment of through the Security Agreements (each, an "Energy Contract"), which Energy Contract shall be substantially similar to the form to attached to the Services Agreement as Exhibit "A"; provided that the term of any such Energy Contract shall not exceed five (5) years. The Authority shall provide the proposed Energy Contract to the City Manager, or his/her authorized designee, who is hereby authorized and directed to review the proposed Energy Contract and, in the exercise of his/her reasonable discretion, provide the Authority with his/her written approval thereof. The Authority shall have, and the City Manager may not withhold, the authority to grant a seller under the Energy Contract a first priority security interest in the collateral (*i.e.* the lock box account) secured by the Security Agreements.

SECTION 6. Upon receipt of the written approval from the City Manager of an Energy Contract as set forth in Section 5 above, which may be provided via email correspondence, the City Council authorizes the Authority to enter into an Energy Contract on behalf of and for the sole benefit of the City. The City Council further authorizes the Authority to enter into any ancillary agreements required in connection with an Energy Contract, subject to receipt of written approval from the City Manager of any such ancillary agreements as set forth in Section 5 above.

SECTION 7. This Resolution shall take effect immediately upon its adoption. The City Clerk shall enter this Resolution into the official book of resolutions.

APPROVED, AND ADOPTED this 2nd day of July, 2019.

AYES:
NOES:
ABSTAIN:
ABSENT:

Sue Sorensen, Mayor

ATTEST:

Sarah Martinez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, Sarah Martinez, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted by the City Council of the City of Hanford at a regular meeting thereof held on the 2nd day of July, 2019.

Sarah Martinez, City Clerk

Attachment: Hanford CCEA RESO 2019 0604 (Admin: CCEA Resolution)

Draft
4/12/19

DATED as of [Date]

- (1) River City Bank, a California corporation,
as Account Bank,
- (2) City of Hanford, a California municipal corporation and general
law city, d/b/a [CCA Program Name]

and
- (3) River City Bank, a California corporation, not in its individual
capacity, but solely as collateral agent, as Secured Party.

ACCOUNT CONTROL AGREEMENT

Attachment: Hanford Deposit Account Control Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

Draft
4/12/19

ACCOUNT CONTROL AGREEMENT (this “Agreement”) dated as of [Date] (the “Effective Date”)

BY AND AMONG:

- (1) **RIVER CITY BANK**, a California corporation (the “Account Bank”);
- (2) **CITY OF HANFORD**, a California municipal corporation and general law city, d/b/a [CCA Program Name] (“City”);
- (3) **RIVER CITY BANK**, a California corporation, not in its individual capacity, but solely as collateral agent (the “Secured Party”).

WHEREAS:

(A) City has pledged to the Secured Party (for the benefit of the PPA Providers and CCEA (as defined in the Security Agreement), as secured creditors) all of the Collateral (as defined in the Security Agreement), pursuant to that certain Security Agreement between City and Secured Party dated as of [Date] (the “Security Agreement”);

(B) City shall direct Southern California Edison (“SCE”) to remit all present and future collections on accounts receivables, which constitute part of the Collateral, now or hereafter billed by SCE and owed by City’s customers to City, for remittance to the Lockbox Account (as defined in the Security Agreement) maintained by Secured Party;

(C) Secured Party shall have, for the benefit of the Secured Creditors (as defined in the Security Agreement), a first priority continuing security interest in and lien on such Collateral pledged to Secured Party for the benefit of the Secured Creditors, as provided in the Security Agreement;

(D) City intends that Secured Party shall distribute the Collateral deposited into the Lockbox Account in accordance with the provisions of the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Unless otherwise defined herein, all capitalized terms used herein and defined in the Security Agreement shall be used herein as therein defined. Reference to singular terms shall include the plural and vice versa.

1. THE ACCOUNTS.

City hereby requests that Account Bank open, and Account Bank hereby confirms that it has opened, account number [Account number] (a non-interest-bearing deposit account held in the name of City) which will be subject to, and administered in accordance with, the terms of this Agreement (the “Lockbox Account”).

Attachment: Hanford Deposit Account Control Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

Draft
4/12/19

The parties hereto agree that the Lockbox Account shall be funded solely by electronic transfers of immediately available funds and that Account Bank shall not be required to accept any other items for deposit into the Lockbox Account. All amounts payable for deposit into the Lockbox Account shall be paid to Account Bank at the following accounts:

Bank: River City Bank
ABA#: 121133416
Account No.: [Account number]

2. **CONTROL OF THE ACCOUNTS / PAYMENT MECHANICS.**

- (a) The Lockbox Account shall be maintained by Account Bank in the name of City and shall be under the sole dominion and control of Secured Party. Account Bank agrees that it will comply with written instructions originated by Secured Party directing disposition of the funds in the Lockbox Account without further consent by City or otherwise.
- (b) Account Bank (i) shall disburse funds held in the Lockbox Account as instructed by Secured Party and (ii) agrees that, except as otherwise expressly provided herein, City will not have access to the funds in the Lockbox Account and that the Account Bank will not agree with City or any other party (other than the Secured Party) to comply with any instructions for the disposition of the funds in the Lockbox Account originated by City or such other party.

3. **STATEMENTS AND OTHER INFORMATION.**

- (a) Account Bank shall provide Secured Party with copies of the regular monthly bank statements of the Lockbox Account at such times such statements are provided to City and such other information relating to the Lockbox Account as shall reasonably be requested by Secured Party or City. Account Bank shall also deliver a copy of all notices and statements required to be sent by it to City pursuant to any agreement governing or related to the Lockbox Account, to which Account Bank is a party, to Secured Party at such times such notices and statements are provided to City. Except as otherwise required by law, Account Bank will use reasonable efforts promptly to notify Secured Party and City if Account Bank receives a notice that any other person claims that it has an interest in the Lockbox Account. As of the date of this Agreement, Account Bank confirms that it has not received notice that any other person has any interest in the Lockbox Account.
- (b) Account Bank hereby confirms that (i) the Lockbox Account has been established and is maintained with Account Bank on its books and records, (ii) Account Bank is a bank within the meaning of Section 9-102(a)(8) of the Uniform Commercial Code of California, (iii) the Lockbox Account is a deposit account within the meaning of Section 9-102(a)(29) of the Uniform Commercial Code of California, and (iv) the jurisdiction of Account Bank for the purposes of Article 9 of the Uniform Commercial Code of California is California.

Attachment: Hanford Deposit Account Control Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

Draft
4/12/19

4. **FEES.**

City agrees to pay on demand all usual and customary service charges, transfer fees and account maintenance fees of Account Bank in connection with the Lockbox Account in accordance with the terms of the separate fee agreement entered into by City and Account Bank.

5. **SET-OFF.**

Account Bank hereby agrees that Account Bank will not exercise or claim any right of set-off or banker's lien against the Lockbox Account. As of the date of this Agreement, Account Bank does not know of any claim to or interest in the Lockbox Account, except for claims and interests of the parties hereto. All of Account Bank's present and future rights against the Lockbox Account are subordinate to Secured Party's security interest therein held on behalf of the Secured Creditors.

6. **ACCOUNT BANK.**

The acceptance by Account Bank of its duties under this Agreement is subject to the following terms and conditions, which the parties to this Agreement hereby agree shall govern and control with respect to all of Account Bank's rights, duties, liabilities and immunities:

- (a) Account Bank shall be protected in acting upon any written notice, certificate, resolution, instruction, request, authorization or other paper or document as to the due execution thereof and the validity and effectiveness of the provisions thereof and as to the truth of any information therein contained, which it in good faith believes to be genuine and to have been signed or presented by the proper party or parties in accordance with the terms of this Agreement.
- (b) Account Bank may act relative hereto upon advice of counsel in reference to any matter connected herewith, and shall not be liable for any mistake of fact or error of judgment, or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. If at any time Account Bank determines that it requires or desires guidance regarding the application of any provision of this Agreement or any other document, regarding compliance with any direction it receives hereunder, Account Bank may deliver a notice to Secured Party (or City after Secured Party has informed Account Bank that City has satisfied all of City's obligations under the Master Agreements and the Power Purchase Agreements and a Discharge Date has occurred) requesting written instructions as to such application or compliance, and such instructions by or on behalf of Secured Party (or City after Secured Party has informed Account Bank that City has satisfied all of City's obligations under the Master Agreements and the Power Purchase Agreements and a Discharge Date has occurred), as applicable, shall constitute full and complete authorization and protection for actions taken and other performance by Account Bank in reliance thereon. Until Account Bank has received such instructions after delivering such notice, it may, but shall be under no duty to, take or refrain from taking any action with respect to the matters described in such notice.

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- (c) This Agreement sets forth exclusively the duties of Account Bank with respect to any and all matters pertinent hereto, and no implied duties or obligations shall be read into this Agreement against Account Bank.
- (d) Any funds held by Account Bank, as such, need not be segregated from other funds except to the extent required by mandatory provisions of law.

7. REPRESENTATIONS OF ACCOUNT BANK.

Account Bank represents and warrants as to itself (as set forth below) to Secured Party as follows, such representations are being made on the date of the execution and delivery of this Agreement, except to the extent that such representations and warranties relate solely to an earlier date (in which case such representations and warranties are correct on and as of such earlier date):

- (a) Organization, Corporate Authority. Account Bank represents and warrants that it is a national banking association duly organized and validly existing in good standing under the laws of the United States of America and has the corporate power and authority to enter into and perform its obligations under this Agreement, and has full right, power and authority to enter into and perform its obligations under this Agreement.
- (b) Authorization. Account Bank represents and warrants that this Agreement has been duly executed and delivered by one of its officers who is duly authorized to execute and deliver this Agreement on its own behalf.
- (c) Legal, Valid and Binding. Account Bank represents and warrants that this Agreement has been duly executed and delivered by it and, assuming that this Agreement is the legal, valid and binding obligation of each other party thereto, is the legal, valid and binding obligation of Account Bank, enforceable against Account Bank in accordance with its terms.
- (d) No Violation. Account Bank represents and warrants that this Agreement has been duly authorized by all necessary corporate action on its part, and neither the execution and delivery thereof nor its performance of any of the terms and provisions thereof will violate any federal law or regulation relating to its banking or trust powers or contravene or result in any breach of, or constitute any default under its charter or by-laws or the provisions of any indenture, mortgage, contract or other agreement to which it is a party or by which it or its properties may be bound or affected.

8. EXCULPATION OF ACCOUNT BANK; INDEMNIFICATION BY CITY.

Each of City and Secured Party agrees that Account Bank shall have no liability to any of them for any loss or damage that any or all may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof, unless occasioned by the gross negligence, breach of an express term of this Agreement or willful misconduct of Account Bank. In no event shall Account Bank be liable for losses or delays resulting from computer malfunction, interruption of communication facilities,

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labor difficulties or other causes beyond Account Bank's reasonable control or for the indirect, special or consequential damages. City agrees to indemnify Account Bank and hold it harmless from and against all claims, other than those ultimately determined to be founded on the gross negligence or willful misconduct of Account Bank, and from and against any damages, penalties, judgments, liabilities, losses or expenses (including reasonable attorney's fees and disbursements) incurred as a result of the assertion of any claim, by any person or entity, arising out of, or otherwise related to, any transaction conducted or service provided by Account Bank through the use of the Lockbox Account at Account Bank or pursuant to this Agreement.

9. **TERMINATION.**

This Agreement may be terminated upon delivery to Account Bank of a written notification thereof jointly executed by Secured Party (as directed by the Required Secured Creditors) and (provided Secured Party has not notified Account Bank that an Event of Default is then continuing) City. Notwithstanding the foregoing, this Agreement may be terminated by Secured Party in accordance with and subject to the requirements of that certain Intercreditor and Collateral Agency Agreement, dated as of the Effective Date ("Intercreditor Agreement"), between and among Secured Party, Secured Creditors, and City, at any time, with or without cause, upon its delivery of written notice thereof to each of City and Account Bank. For the avoidance of doubt, it is expressly understood and agreed that the Account Bank shall have no duty to monitor or oversee, and shall have no liability whatsoever in connection with, Secured Party's compliance with the Intercreditor Agreement. This Agreement may be terminated by Account Bank at any time on not less than sixty (60) days' prior written notice delivered to each of City and Secured Party provided that such termination shall not take effect until Secured Party confirms that a replacement account and replacement security thereover have been obtained in form and substance satisfactory to Secured Party. Upon any such termination of this Agreement, Account Bank will immediately transmit to such account as Secured Party may direct all funds, if any, then on deposit in, or otherwise standing to the credit of the Lockbox Account. The provisions of paragraphs 2 and 5 shall survive termination of this Agreement unless and until specifically released by Secured Party in writing as directed by the Required Secured Creditors. All rights of Account Bank under paragraphs 4, 5, 6 and 8 shall survive any termination of this Agreement.

10. **IRREVOCABLE AGREEMENTS.**

City acknowledges that the agreements made by it and the authorizations granted by it in paragraph 2 hereof are irrevocable and that the authorizations granted in paragraph 2 hereof are powers coupled with an interest.

11. **NOTICES.**

All notices, requests or other communications given to Account Bank, City or Secured Party shall be given in writing (including by facsimile) at the address specified below:

Account Bank:	River City Bank
	Attention: Cash Management
	2485 Natomas Park Dr.
	Sacramento, CA 95833

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Fax: 916-567-2779
Email: cashmgmt@rivercitybank.com

City: City of Hanford
Attention: Contract Administration
315-321 North Douty Street
Hanford, CA 93230
Fax: (559) 582-1152
Email: _____

Secured Party: River City Bank, as Collateral Agent
Attention: Cash Management
2485 Natomas Park Dr.
Sacramento, CA 95833
Fax: 916-567-2779
Email: cashmgmt@rivercitybank.com

Any party may change its address for notices hereunder by notice to each other party hereunder given in accordance with this paragraph 11. Each notice, request or other communication shall be effective (a) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this paragraph 11 and confirmation of receipt is made by the appropriate party, (b) if given by overnight courier, five (5) days after such communication is deposited with the overnight courier for delivery, addressed as aforesaid, or (c) if given by any other means, when delivered at the address specified in this paragraph 11.

12. MISCELLANEOUS.

- (a) This Agreement may be amended only by a written instrument executed by each of the parties hereto acting by their respective duly authorized representatives.
- (b) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, but neither City nor Account Bank shall be entitled to assign or delegate any of its rights or duties hereunder without first obtaining the express prior written consent of Secured Party as directed by the Required Secured Creditors.
- (c) This Agreement and any related amendment or waiver may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. A facsimile of a signature page hereto shall be as effective as an original signature.
- (d) THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE

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STATE OF CALIFORNIA, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE. The parties agree that the State of California (i) is and shall remain the “bank’s jurisdiction” of the Account Bank for the purposes of the Uniform Commercial Code; and (ii) shall be deemed to be the location of the Lockbox Accounts and of City’s rights and interests in and to the Lockbox Accounts. This Agreement may be executed by the parties hereto in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

- (e) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE “COURT”) BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) (EACH, A “CLAIM”) AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

(i) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN PARAGRAPH (ii) BELOW, ANY CLAIM WILL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

(ii) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A GENERAL REFERENCE PROCEEDING: (1) NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, (2) EXERCISE OF SELF-HELP REMEDIES (INCLUDING,

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WITHOUT LIMITATION, SET-OFF), (3) APPOINTMENT OF A RECEIVER AND (4) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING, WITHOUT LIMITATION, WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN THE FOREGOING CLAUSES (1) – (4) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT.

(iii) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN (10) DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B).

(iv) ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS, A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(v) THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES HERETO SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA. THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING, WITHOUT LIMITATION, MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

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(vi) THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY.

- (f) Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement, or any other transactions contemplated hereby may be brought in the courts of the United States of America for the Eastern District of California in Sacramento County or, if such court does not have subject matter jurisdiction, the courts of the State of California in Sacramento County and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that any such court is an inconvenient forum.
- (g) City hereby irrevocably appoints the City Clerk at City of Hanford, 315-321 North Douty Street, Hanford, CA 93230, from time to time to receive on its behalf service of process issued out of the federal courts of California in any legal action or proceeding arising out of or in connection with this Agreement or any other document to which it is a party. City undertakes not to revoke the authority of the agent specified above and if, for any reason, any such agent no longer serves or is capable of serving as agent of City to receive service of process in City, such party shall promptly appoint another such agent and advise Secured Party thereof and, failing such appointment within fourteen (14) days, Secured Party shall be entitled (and is hereby authorized) to appoint an agent on behalf of City. Nothing herein contained shall restrict the right to serve process in any other manner allowed by law.
- (h) City warrants and covenants that with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (a) suit, (b) jurisdiction of court (including a court located outside the jurisdiction of its organization), (c) relief by way of injunction, order for specific performance or recovery of property, (d) attachment of assets, or (e) execution or enforcement of any judgment. To the extent that City may be or becomes entitled to claim, with respect to itself and/or its revenues and assets (irrespective of their use or intended use), any immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction or order for specific performance or recovery of property, (iv) attachment of its assets (whether before or after judgment) and/or (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any legal proceedings in the courts of any jurisdiction, CITY IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SUCH IMMUNITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS AND IRREVOCABLY AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT IT WILL NOT CLAIM ANY SUCH IMMUNITY IN ANY PROCEEDINGS; PROVIDED, HOWEVER THAT NOTHING IN THIS AGREEMENT SHALL

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WAIVE THE OBLIGATIONS AND/OR RIGHTS SET FORTH IN THE CALIFORNIA TORT CLAIMS ACT (GOVERNMENT CODE SECTION 810 ET SEQ.).

[Signatures on following page]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal by their authorized representative as of the date first written above.

Account Bank

RIVER CITY BANK

By:
Name:
Title:

City

CITY OF HANFORD, a California
municipal corporation and general
law city, d/b/a [CCA Program Name]

By:
Name: Darrel Pyle
Title: City Manager

Secured Party

RIVER CITY BANK, not in its
individual capacity, but solely as
Collateral Agent

By:
Name:
Title:

Attachment: Hanford Deposit Account Control Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT, dated as of

by and among

RIVER CITY BANK, A CALIFORNIA CORPORATION as Collateral Agent,

THE SECURED CREDITORS,

and

CITY OF HANFORD, A CALIFORNIA MUNICIPAL CORPORATION AND GENERAL LAW CITY,
d/b/a [NAME OF CCA PROGRAM]

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Exhibit A – Form of Joinder

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**INTERCREDITOR AND
COLLATERAL AGENCY AGREEMENT**

This **INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT** (this “Agreement”), dated as of _____ (the “Effective Date”), is entered into by and among (i) River City Bank, a California corporation, not in its individual capacity, but solely in its capacity as Collateral Agent (“Collateral Agent”), (ii) each of the creditors from time to time signatory hereto that are party to a Power Purchase Agreement (each such creditor defined below as a “PPA Provider”), (iii) California Choice Energy Authority (“CCEA”), and (iv) The City of Hanford, a California municipal corporation and general law city, d/b/a [Name of CCA Program] (“City”).

RECITALS:

A. On behalf of City, CCEA has (i) entered into the Master Agreements (as defined in the Security Agreement) and (ii) may in the future enter into a Power Purchase Agreement (as defined in the Security Agreement) with a PPA Provider, pursuant to which CCEA has agreed, or will agree, to purchase the Product (as defined in the Security Agreement) from such PPA Provider for the account of City;

B. City shall sell the Product purchased by CCEA to City’s customers at rates established by City from time to time;

C. Pursuant to the Security Agreement City has pledged to Collateral Agent, for the benefit of the PPA Providers and CCEA, as Secured Creditors, a first priority continuing security interest in and to the Collateral (as such terms are defined in the Security Agreement);

D. City’s customers are billed by Southern California Edison (“SCE”) amounts they owe for the Product provided by City;

E. As of the date hereof, City has directed SCE to remit all present and future collections on accounts receivable now or hereafter billed by SCE on behalf of City to Collateral Agent, for remittance to the Lockbox Account (as defined in the Security Agreement) maintained by Collateral Agent, which direction is irrevocable unless both Collateral Agent, at the direction of the Required Secured Creditors (as defined below), and City direct SCE otherwise;

F. Collateral Agent shall have, for the benefit of the Secured Creditors, a first priority continuing security interest in and lien on such receivables, deposit accounts and related Collateral pledged to Collateral Agent for the benefit of the Secured Creditors, as provided in the Security Agreement;

G. Distributions from such Collateral shall be made by Collateral Agent as provided in this Agreement and the Security Agreement, with PPA Providers having a senior right to distributions from the Collateral;

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H. Secured Creditors desire in this Agreement to appoint River City Bank as Collateral Agent to act on their behalf regarding the administration, collection and enforcement of the Collateral, all as more fully provided herein; and

I. Secured Creditors also desire to enter into this Agreement to define the rights, duties, authority and responsibilities of Collateral Agent.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS*Section 1.1. Definitions*

Each capitalized term used herein and not defined herein shall have the meaning given to such term in the Security Agreement. The following terms shall have the meanings assigned to them in this Section 1.1 or in the provisions of this Agreement referred to below:

“Affiliate” means, at any time, and as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, either to (a) vote 51% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

“Agreement” shall have the meaning assigned thereto in the Preamble hereof.

“Applicable Law” means any applicable law, including without limitation any: (a) federal, state, territorial, county, municipal or other governmental or quasi-governmental law, statute, ordinance, rule, regulation, requirement or use or disposal classification or restriction, whether domestic or foreign; (b) judicial, administrative or other governmental or quasi-governmental order, injunction, writ, judgment, decree, ruling, interpretation, finding or other directive, whether domestic or foreign; (c) common law or other legal or quasi-legal precedent; (d) any binding arbitrator’s, mediator’s or referee’s decision, finding, award or recommendation; or (e) charter, rule, regulation or other organizational or governance document of any national securities exchange or market or other self-regulatory organization.

“Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as codified under Title 11 of the United States Code, and the rules promulgated thereunder, as the same may be in effect from time to time.

“Bankruptcy Proceeding” means, with respect to any Person, the institution by or against such Person of any proceeding seeking relief as a debtor, or seeking to adjudicate such Person as bankrupt or insolvent, or seeking the reorganization, arrangement, adjustment or composition of such Person or its debts, under any law relating to bankruptcy, insolvency,

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reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its property, or a general assignment by such Person for the benefit of its creditors.

“Business Day” means any day other than a Saturday, a Sunday or a day on which commercial banks in the States of California or Delaware are required or authorized to be closed.

“City” means the party identified as such in the Preamble hereof, and its successors and permitted assigns, and includes City in its capacity as a debtor in possession under the Bankruptcy Code.

“Collateral” has the meaning given to such term in the Security Agreement.

“Collateral Agent” means the party identified as such in the Preamble hereof, and its successors and permitted assigns in such capacity.

“Control Agreements” means the Account Control Agreement, dated as of the date hereof, among the Depositary Bank, City and Collateral Agent and any other agreements entered into among City and Depositary Bank which shall designate the Deposit Accounts as blocked accounts under the “control” of Collateral Agent, for the benefit of Secured Creditors, as provided in the UCC, as each such agreement may be amended, supplemented, restated or replaced from time to time.

“Customer” means any customer of City who purchases Product from City but is invoiced by SCE, and any other obligor(s) responsible for payment of a Receivable.

“Deposit Accounts” has the meaning given to such term in the Security Agreement.

“Depositary Bank” has the meaning given to such term in the Security Agreement.

“Distribution Date” has the meaning given to such term in the Security Agreement.

“Distribution Date Certificate” has the meaning given to such term in the Security Agreement.

“Event of Default” has the meaning set forth in the applicable Master Agreement or Power Purchase Agreement.

“Joinder” has the meaning given to such term in Section 6.5.

“Lien” means any mortgage, pledge, hypothecation, deposit arrangement, encumbrance, lien (statutory or other), assignment, charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any sale governed by Article 9 of the UCC, any conditional sale or title retention agreement, or any capital lease having substantially the same economic effect as any of the foregoing).

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“Lockbox Account” has the meaning given to such term in the Security Agreement.

“Master Agreements” means the following:

(i) the Master Power Purchase and Sale Agreement, dated as of _____, 201_, between _____ and CCEA, together with the exhibits, schedules, transactions, confirmations, and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof;

(ii) the Master Power Purchase and Sale Agreement, dated as of _____, 201_, between _____ and CCEA, together with the exhibits, schedules, transactions, confirmations, and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof;

(iii) the Master Power Purchase and Sale Agreement, dated as of _____, 201_, between _____ and CCEA, together with the exhibits, schedules, transactions, confirmations, and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof; and

(iv) the Master Power Purchase and Sale Agreement, dated as of _____, 201_, between _____ and CCEA, together with the exhibits, schedules, transactions, confirmations, and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof.

“Obligations” has the meaning given to such term in the Security Agreement.

“Person” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, or a government or agency or political subdivision thereof.

“Power Purchase Agreement” means each agreement, including the Master Agreements, together with the exhibits, schedules, transactions, confirmations (including confirmations entered into after the date hereof), and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof, pursuant to which a PPA Provider sells the Product to CCEA for the account of City, as amended, modified, supplemented, restated, extended or replaced from time to time.

“PPA Provider” means each seller of Product under a Power Purchase Agreement that is a party to this Agreement, and its respective successors and assigns.

“Product” means one or more of the following: energy, renewable energy attributes, capacity attributes or resource adequacy benefits, or any other similar or related products contemplated in the Power Purchase Agreements.

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“Receivable” means an Account evidencing City’s rights to payment for Product, billed in an invoice sent to a Customer by SCE, together with all late fees and other fees which SCE and City agree are to be charged in such invoice to the Customer by SCE on behalf of City.

“Required Secured Creditors” means, as of any date, the PPA Provider, or PPA Providers that, as of such date, have at least seventy five percent (75%) of the total aggregate Sharing Percentage, as calculated on such date.

“Secured Creditors” means each PPA Provider party to this Agreement, CCEA, and their respective successors and assigns

“Security Agreement” means the Security Agreement, dated as of even date herewith, between City and Collateral Agent for the benefit of Secured Creditors, granting a security interest in the Collateral to secure the Obligations, as amended, supplemented, restated or replaced from time to time.

“Sharing Percentage” means, as of any date, with respect to each PPA Provider as calculated by City in a commercially reasonable manner, the percentage equivalent of a fraction, (a) the numerator of which is the sum of (i) the outstanding amount of the Obligations of such PPA Provider, as of such date, and (ii) the calculated amount of the Termination Payment, if any, that would be owed to such PPA Provider if a Termination Event occurred on such date, and (b) the denominator of which is the sum of (i) the outstanding aggregate amount of the Obligations of all PPA Providers as of such date, and (ii) the calculated aggregate amount of the Termination Payments, if any, that would be owed to all PPA Providers if a Termination Event occurred on such date.

“Termination Event” means, with respect to any Power Purchase Agreement, the termination and/or acceleration thereof in accordance with the terms of such Power Purchase Agreement.

“Termination Payment” means, with respect to any Power Purchase Agreement, any and all Obligations arising upon or in connection with a Termination Event under such Power Purchase Agreement, including any termination fees and payments or other amounts owed by City thereunder, as of the date of such Termination Event, as calculated in a commercially reasonable manner by the PPA Provider to such Power Purchase Agreement.

“Transaction Agreements” means the Master Agreements, any other Power Purchase Agreements, the Control Agreements, the Security Agreement, this Agreement and all other agreements, instruments or documents to which City is a party and which are executed and delivered from time to time in connection with or as security for City’s obligations under the Master Agreements, any other Power Purchase Agreements and any other Transaction Agreements, as the same may be amended, restated, modified, replaced, extended or supplemented from time to time.

“UCC” means the Uniform Commercial Code in effect in the State of California from time to time.

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Section 1.2. Other Interpretive Provisions

References to “Sections” shall be to Sections of this Agreement unless otherwise specifically provided. For purposes hereof, “including” is not limiting and “or” is not exclusive. All capitalized terms defined in the UCC and not otherwise defined herein or in the Security Agreement shall have the respective meanings provided for by the UCC. Any of the terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. References to any instrument, agreement or document shall include such instrument, agreement or document as supplemented, modified, amended or restated from time to time to the extent permitted by this Agreement or the Security Agreement, as applicable. References to any Person include the successors and permitted assigns of such Person. References to any statute or act shall include all related current regulations and all amendments and any successor statutes, acts and regulations. References to any statute or act, without additional reference, shall be deemed to refer to federal statutes and acts of the United States. References to any agreement, instrument or document shall include all schedules, exhibits, annexes and other attachments thereto.

SECTION 2. RELATIONSHIPS AMONG SECURED CREDITORS*Section 2.1. Liens in the Collateral*

At all times, whether before, after or during the pendency of any Bankruptcy Proceeding and notwithstanding the priorities which would ordinarily result from the order of granting of any Liens, the order of attachment or perfection thereof, or the order of filing or recording of any financing statements or other instrument, or the priorities that would otherwise apply under Applicable Law, Collateral Agent, for the benefit of the Secured Creditors, shall have a first priority lien in the Collateral to secure the Obligations. No Secured Creditor will acquire in its own name a Lien in the assets of City to secure any Obligations arising under a Power Purchase Agreement other than Liens arising by operation of law such as setoff rights. Secured Creditors shall share in the Proceeds of the Collateral as provided for in Section 4.6.

Section 2.2. No Debt Subordination

Nothing in this Agreement shall be construed to be or operate as a subordination of
any of the Obligations owed to a Secured Creditor in right of payment to the Obligations owed to any other Secured Creditor.

Section 2.3. Restrictions on Enforcement Action

So long as any Obligation is outstanding and the Security Agreement remains in effect, the provisions of this Agreement and the Security Agreement shall provide the exclusive method by which Collateral Agent or any Secured Creditor may exercise rights in or assert claims against the Collateral or City pertaining to the Obligations. Notwithstanding the

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foregoing, nothing in this Agreement shall prohibit or otherwise restrict a Secured Creditor from exercising any right of termination, acceleration or similar right in accordance with its Power Purchase Agreement, or prohibit or otherwise restrict a Secured Creditor from exercising any set-off rights it may have with respect to the Obligations owing to it.

Section 2.4. No Restriction on Terms of Power Purchase Agreements

This Agreement does not impose any restriction on the terms of a Power Purchase Agreement. City (acting through CCEA) and any PPA Provider are free to agree on any and all of the terms for charges that may be provided for under its Power Purchase Agreement, such as the price for the Product, late fees, and early termination fees. Without limiting the foregoing, no PPA Provider shall be restricted as to the amount or output of the Product it sells to CCEA, on behalf of City, or the length of such Power Purchase Agreement, or any amendment thereof. Upon request by the Collateral Agent, each PPA Provider will disclose to Collateral Agent the Obligations then due and owing to such PPA Provider in an itemized manner, and City, on its own behalf and on behalf of the CCEA, consents to such disclosure to such Person or any party hereto.

Section 2.5. Representations and Warranties

Each Secured Creditor represents and warrants to the other parties hereto that:

- (a) the execution, delivery and performance by such Secured Creditor of this Agreement has been duly authorized by all necessary corporate or similar proceedings and does not and will not contravene any provision of law, its charter or by-laws or any amendment thereof, or of any indenture, agreement, instrument or undertaking binding upon such Secured Creditor;
- (b) the execution, delivery and performance by such Secured Creditor of this Agreement will result in a valid and legally binding obligation of such Secured Creditor enforceable against such Secured Creditor in accordance with its terms; and
- (c) any Termination Payment calculated by it and provided to the Collateral Agent or the other Secured Creditors shall be calculated in good faith, in accordance with its Power Purchase Agreement, and consistent with such Secured Creditor's historical practices.

Section 2.6. Cooperation; Accountings

Each Secured Creditor will, upon the reasonable request of the Collateral Agent, from time to time execute and deliver or cause to be executed and delivered such further instruments, and do and cause to be done such further acts as may be reasonably necessary or proper to carry out more effectively the provisions of this Agreement. Each Secured Creditor agrees to provide to the Collateral Agent upon reasonable request a statement of all payments received by it in respect of the Obligations pertaining to its Power Purchase Agreement.

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SECTION 3. AGENCY PROVISIONS*Section 3.1. Appointment and Authorization of Collateral Agent*

(a) Each Secured Creditor hereby designates and appoints River City Bank, as Collateral Agent of such Secured Creditor under this Agreement and River City Bank hereby accepts such designation and appointment. The Collateral Agent is a non-fiduciary agent of the Secured Creditors and does not act in a fiduciary capacity or as trustee for the Secured Creditors or Collateral.

(b) Notwithstanding any provision to the contrary elsewhere in this Agreement, Collateral Agent shall not have any duties or responsibilities except those expressly set forth herein and in the Security Agreement, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against Collateral Agent. The right or power of Collateral Agent to perform any discretionary act hereunder shall not be construed as a duty. Collateral Agent is hereby authorized, empowered and instructed to execute, deliver and perform its obligations under this Agreement, the Security Agreement, the Control Agreements and each other document as may be necessary or convenient in connection with the foregoing; provided, however, that the Collateral Agent shall not amend, modify or terminate the Control Agreements without the prior written consent of the Secured Creditors.

(c) Collateral Agent shall not (i) be subject to any fiduciary or other implied duties, (ii) have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the Security Agreement, the Control Agreements, or other agreement to which the Collateral Agent is a party, and (iii) be required to take action that, in its opinion or the opinion of its counsel, may expose Collateral Agent to liability.

(d) The Collateral Agent, hereby represents and warrants that (i) it has all requisite power and authority to execute, deliver and perform under this Agreement; (ii) the execution, delivery and performance by it of this Agreement has been duly authorized by all requisite corporate or other action; (iii) no consent or approval of any other Person and no consent, license, approval or authorization of any governmental authority is required in connection with the execution, delivery, and performance by it of this Agreement; and (iv) this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws in effect from time to time affecting the rights of creditors generally and general principles of equity regardless of whether such enforcement is considered in a proceeding in equity or at law.

Section 3.2. Collateral

(a) Deposit Accounts Subject to Collateral Agent's Control.

Attachment: Hanford Intercreditor and Collateral Agency Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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Collateral Agent agrees that its security interest and right of setoff in and to the Deposit Accounts is held for the benefit of all the Secured Creditors and itself as Collateral Agent, and that Collateral Agent will comply with this Agreement and the Security Agreement in distributing monies received from such Deposit Accounts.

(b) Collateral Held by Secured Creditors.

Each Secured Creditor hereby acknowledges that if any Secured Creditor (individually or through its own custodian) shall hold or control, at any time, any assets comprising Collateral, such possession or control is also held for the benefit of Collateral Agent for the benefit of the Secured Creditors. The foregoing sentence shall not be construed to impose any duty on a Secured Creditor (or any third party acting on its behalf) with respect to such Collateral if it is not perfected by possession or control.

Section 3.3. Delegation of Duties

Collateral Agent may exercise its powers and execute any of its duties under this Agreement by or through employees, agents, and attorneys-in-fact, and shall be entitled to take and to rely on advice of counsel concerning all matters pertaining to such powers and duties. Subject to Section 3.4, Collateral Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact unless Collateral Agent acted in bad faith or gross negligence in the selection of such agents or attorneys-in-fact. Collateral Agent may utilize the services of such Persons as Collateral Agent in its reasonable discretion may determine, and shall be entitled to indemnity hereunder for all reasonable fees and expenses of such Persons.

Section 3.4. Exculpatory Provisions

Neither Collateral Agent (as such or in its individual capacity) nor any of Collateral Agent's officers, directors, employees, agents, attorneys-in-fact, or Affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement (except for its or such Person's own bad faith, gross negligence (or ordinary negligence in the handling or disbursement of funds actually received by it pursuant to the terms hereof) or willful misconduct, respectively) or (b) responsible in any manner to City or any of the Secured Creditors for any recitals, statements, representations, warranties or covenants made by City or any Secured Creditor or any officer thereof contained in any certificate, report, statement or other document referred to or provided for in, or received by, Collateral Agent under or in connection with this Agreement or any other document in any way connected therewith, or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of any Lien or the perfection or priority of any such Lien (including any Lien in the Collateral), or for any failure of City to perform its obligations thereunder.

Section 3.5. Reliance by Collateral Agent

Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing (in electronic or physical form), resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, statement, order or

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other document or conversation reasonably believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to City), independent accountants and other experts selected by Collateral Agent. Collateral Agent shall be fully justified in failing or refusing to take action not provided for under this Agreement unless it shall first be indemnified to its reasonable satisfaction by City against any and all liability and expense which may be incurred by it by reason of taking, continuing to take or refraining from taking any such action. Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement in accordance with the provisions of Section 4 hereof, and any action taken or failure to act pursuant thereto shall be binding upon all the Secured Creditors.

Section 3.6. Knowledge

Collateral Agent shall not be deemed to have knowledge or notice of any facts regarding the Collateral or the Obligations unless Collateral Agent has received written notice from the Secured Creditor or City referring to this Agreement, describing such facts in reasonable detail.

Section 3.7. Non-Reliance on Collateral Agent and Secured Creditors

Each Secured Creditor expressly acknowledges that except as expressly set forth in this Agreement, neither Collateral Agent (as such or in its individual capacity) nor any of Collateral Agent's officers, directors, employees, agents, attorneys-in-fact, or Affiliates has made any representations or warranties to it, except as expressly provided herein at Section 3.1(d) and that no act by Collateral Agent hereinafter taken shall be deemed to constitute any representation or warranty by Collateral Agent (as such or in its individual capacity) to any Secured Creditor.

Section 3.8. Reporting

City shall provide online access for the Lockbox Account that enables the Collateral Agent and the Secured Creditors to view the balance of the Lockbox Account at any time. Upon written request by a Secured Creditor, Collateral Agent will provide such Secured Creditor with a copy of the bank statement for the Lockbox Account no later than five (5) Business Days following receipt thereof by the Collateral Agent. Collateral Agent shall have no duty or responsibility to provide the Secured Creditors with, or otherwise monitor or review in any respect, any credit or other information concerning the business, operations, property, financial and other condition or creditworthiness of City which may come into the possession of Collateral Agent or any of its officers, directors, employees, agents, attorneys-in-fact, or Affiliates. Collateral Agent shall provide to Secured Creditors copies of all notices received by it regarding the Collateral, the Security Agreement or this Agreement; provided that the failure to provide such copies shall not cause Collateral Agent (as such or in its individual capacity) to incur liability to any Person. Collateral Agent shall promptly (but in no event more than 3 Business Days) after Collateral Agent's receipt of a written request from a Secured Creditor provide a report to all Secured Creditors regarding the status of any payments or distributions of Collateral received by Collateral Agent.

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Section 3.9. Indemnification

City shall indemnify Collateral Agent (as such and in its individual capacity) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time be imposed on, incurred by or asserted against Collateral Agent (as such or in its individual capacity) arising out of actions or omissions of Collateral Agent arising out of this Agreement; provided that neither City nor the Secured Creditors shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from Collateral Agent's fraud, willful misconduct, gross negligence or bad faith. The agreements in this Section 3.9 shall survive the repayment of the Obligations and the termination of this Agreement.

Section 3.10. Collateral Agent May Act in its Individual Capacity

River City Bank, a California corporation, and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with City and its Affiliates as though it was not Collateral Agent hereunder.

Section 3.11. Successor Collateral Agent

(a) Collateral Agent may resign at any time upon at least 60 days' prior written notice to the Secured Creditors and City, or may be removed by the demand of the Required

Secured Creditors for cause at any time if Collateral Agent has failed to take any action that Collateral Agent is required to take hereunder after request by a Secured Creditor, or Collateral Agent has taken any action hereunder that Collateral Agent is not authorized to take hereunder or that violates the terms hereof and, in either case, has not remedied such failure or violation with reasonable promptness after a written request for corrective action is delivered to Collateral Agent. After any resignation or removal hereunder of Collateral Agent, the provisions of this Section 3 shall continue to be binding upon and inure to its benefit as to any actions taken or omitted to be taken by it in its capacity as Collateral Agent hereunder while it was Collateral Agent under this Agreement.

(b) Upon receiving written notice of any such resignation or removal, a successor Collateral Agent, reasonably acceptable to City, shall be appointed by the Secured Creditors provided, if an Event of Default as to City has occurred no such acceptance of the successor Collateral Agent by City shall be required. If a successor Collateral Agent shall not have been appointed pursuant to this Section 3.11(b) within 60 days after Collateral Agent's notice of resignation or upon removal of Collateral Agent, then any Secured Creditor or Collateral Agent (unless Collateral Agent is being removed) may petition a court of competent jurisdiction for the appointment of a successor Collateral Agent (it being expressly understood and agreed that any such petition by the Collateral Agent shall be at the expense of the Secured Creditors, jointly and severally) and the Collateral Agent shall continue its functions in accordance with subsection (c)

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below. The appointment of a successor Collateral Agent pursuant to this Section 3.11(b) shall become effective upon the acceptance of the appointment as Collateral Agent hereunder by a successor Collateral Agent. Upon such effective appointment, the successor Collateral Agent shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent.

(c) The resignation or removal of a Collateral Agent shall take effect on the day specified in the notice described in Section 3.11(a), unless previously a successor Collateral Agent shall have been appointed and shall have accepted such appointment, in which event such resignation or removal shall take effect immediately upon the acceptance of such appointment by such successor Collateral Agent, and provided, further, that no resignation or removal shall be effective hereunder unless and until a successor Collateral Agent shall have been appointed and shall have accepted such appointment.

(d) Upon the effective appointment of and acceptance by a successor Collateral Agent, the successor Collateral Agent shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent and the predecessor Collateral Agent hereby appoints the successor Collateral Agent the attorney-in-fact of such predecessor Collateral Agent to accomplish the purposes hereof, which appointment is coupled with an interest. Such appointment and designation shall be full evidence of the right and authority to act as Collateral Agent hereunder and all power, duties, documents, rights and authority of the previous Collateral Agent shall rest in the successor, without any further deed or conveyance. The predecessor Collateral Agent shall, nevertheless, on the written request of the Secured Creditors or successor Collateral Agent, execute and deliver any other such instrument transferring to such successor Collateral Agent all the Collateral, properties, rights, power, duties, authority and title of such predecessor. In connection with the resignation or removal of Collateral Agent, City, to the extent requested by the Secured Creditors or Collateral Agent, shall procure and execute any and all documents, conveyances or instruments requested, including any documentation appropriate to reflect the transfer of the Lien or other rights granted herein to such successor Collateral Agent.

SECTION 4. ACTIONS BY COLLATERAL AGENT*Section 4.1. Duties and Obligations*

The duties and obligations of Collateral Agent are only those set forth in this Agreement and the Security Agreement. The Collateral Agent shall not have any duty or obligation to manage, control, use, sell, dispose of or otherwise deal with the Collateral, or to otherwise take or refrain from taking any action hereunder, except as expressly provided by the terms hereof or in written instructions received pursuant hereto, and no implied duties or obligations shall be read into this Agreement against the Collateral Agent. Upon the written instruction at any time and from time to time of the Required Secured Creditors, the Collateral Agent shall take such action or refrain from taking such action, not inconsistent with the

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provisions of this Agreement, as may be specified in such instruction. Notwithstanding the foregoing, Collateral Agent shall not be required to take, or refrain from taking, any action that, in its opinion or in the opinion of its counsel, may expose Collateral Agent (as such or in its individual capacity) to liability. Collateral Agent (as such or in its individual capacity) shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; provided, however, that such action or omission by Collateral Agent does not constitute willful misconduct, gross negligence or bad faith. The Collateral Agent shall not be obligated to expend its own funds or to incur any obligation in its individual capacity in the performance of any of its obligations under or in connection with this Agreement, the Security Agreement, the Control Agreements or any related document.

Section 4.2. Voting; Amendments to Transaction Agreements

Collateral Agent shall act at the written instruction of the Required Secured Creditors in connection with all material actions, matters or decisions, or any actions, matters or decisions requiring a vote or instruction under this Agreement, under any Control Agreement or the Security Agreement, including with respect to Section 5.01 of the Security Agreement. Notwithstanding the foregoing or anything in any Transaction Agreement to the contrary, without the prior written consent of all of the Secured Creditors, Collateral Agent shall not enter into any amendments, modifications, restatements, extensions or supplements of this Agreement, the Control Agreement or the Security Agreement.

Section 4.3. Actions Pertaining to the Collateral

Collateral Agent has the sole and exclusive standing and right to assert claims relating to the Collateral, and no Secured Creditor may enforce or assert against City, the Deposit Accounts, the Depositary Bank, or any other Person, any claims relating to the Collateral. Collateral Agent shall only act at the written instruction of the Required Secured Creditors in (a) taking any action under this Agreement, the Security Agreement or any Control Agreement with respect to the Collateral following an Event of Default and (b) asserting any claim under this Agreement, the Security Agreement or any Control Agreement. Notwithstanding the foregoing, if Collateral Agent deems it prudent to take reasonable actions, without the instruction of a Secured Creditor, to protect the Collateral, it may (but shall be under no obligation to) do so and thereafter provide written notice to all the Secured Creditors of such actions, and no provision of this Agreement shall restrict Collateral Agent from exercising such rights and no liability shall be imposed on Collateral Agent for omitting to exercise such rights.

Section 4.4. Duty of Care

Collateral Agent shall have no duty or obligation as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of rights pertaining to the Collateral beyond the safe custody of any Collateral in Collateral Agent's actual possession. Without limiting the generality of the foregoing, Collateral Agent shall have no duty or obligation (a) other than to instruct City as set forth in Section 4.05 of the Security Agreement, to see to any recording or filing of any financing statement evidencing a security interest in the Collateral, or to see to the maintenance of any such

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recording or filing, (b) to see to the payment or discharge of any tax, assessment or other governmental charge or any Lien or encumbrance of any kind owing with respect to, assessed or levied against any part of the Collateral, (c) to confirm or verify the contents of any reports or certificates delivered to Collateral Agent reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties, or (d) to ascertain or inquire as to the performance of observance by any other Person of any representations, warranties or covenants. Collateral Agent may require an officer's certificate or an opinion of counsel before acting or refraining from acting, and Collateral Agent shall not be liable for any action it takes or omits to take in good faith in reliance on an officer's certificate or an opinion of counsel.

Section 4.5. Further Assurances

City and each Secured Creditor shall take such actions and cooperate with Collateral Agent as may be reasonably requested, and execute such documents as may be reasonably necessary, to carry out or effect the intent of the parties hereto.

Section 4.6. Distribution of Proceeds of Collateral

Collateral Agent shall distribute the Proceeds of the Collateral as provided in Section 6.02 of the Security Agreement. Collateral Agent shall rely on the provisions in Section 6 of the Security Agreement for calculating the Obligations payable from such Proceeds. Collateral Agent has no duty or obligation to make an independent inquiry regarding the foregoing calculations or the facts on which such calculations are based.

Section 4.7. Deposit Accounts

Subject to distributions permitted under the Security Agreement or this Agreement,
the Proceeds of Collateral shall be maintained in the Deposit Accounts, and no such account shall be required to be interest bearing.

Section 4.8. Restoration of Obligations

In the event any payment of, or any application of any amount, asset or property to,
any of the Obligations owed to any Secured Creditor or any obligations owed to Collateral Agent under the Security Agreement or this Agreement, or any part thereof, made at any time (including, without limitation, made prior to any applicable Bankruptcy Proceeding) is rescinded or are otherwise to be restored or returned by such Secured Creditor or Collateral Agent at any time after such payment or application, whether by order of any court, by settlement, or otherwise, then the respective obligations and the security interests of such Person shall be reinstated, all as though such payment or application had never been made.

Section 4.9. Privileged Materials

With respect to all materials and communications relating to the Collateral with or

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in the possession of Collateral Agent or its counsel that are subject to any claim of privilege in favor of Collateral Agent, each Secured Creditor agrees that Collateral Agent shall not be required to take any action under this Agreement that compromises the privileged nature of such conversations or materials, and all such privileges shall be preserved.

Section 4.10. Action Upon Instruction

Whenever the Collateral Agent is unable to decide between alternative courses of action permitted or required by the terms of this Agreement or any document, or is unsure as to the application, intent, interpretation or meaning of any provision of this Agreement or any other document, or any such provision may be ambiguous as to its application or in conflict with any other applicable provision, permits any determination by the Collateral Agent, or is silent or incomplete as to the course of action that the Collateral Agent is required to take with respect to a particular set of facts, then the Collateral Agent may give notice (in such form as shall be appropriate under the circumstances) to the Secured Creditors requesting instruction as to the course of action to be adopted, and, to the extent the Collateral Agent acts or refrains from acting in good faith in accordance with any such written instruction of the Required Secured Creditors received, the Collateral Agent shall not be personally liable on account of such action or inaction to any Person. If the Collateral Agent shall not have received appropriate instruction from the Required Secured Creditors within ten (10) days of such notice (or within such shorter period of time as reasonably may be specified in such notice or may be necessary under the circumstances) it may, but shall be under no duty to, take or refrain from taking such action which is consistent, in its view, with this Agreement, the Security Agreement, and Control Agreements or other documents, and as it shall deem to be in the best interests of the Secured Creditors, and the Collateral Agent shall have no personal liability to any Person for any such action or inaction.

SECTION 5. BANKRUPTCY PROCEEDINGS

The following provisions shall apply during any Bankruptcy Proceeding of City:

- (a) Collateral Agent shall represent all Secured Creditors in connection with all matters directly relating solely to the Collateral, use of cash collateral, relief from the automatic stay and adequate protection. In such Bankruptcy Proceeding, Collateral Agent shall act on the instruction of the Required Secured Creditors.
- (b) Each Secured Creditor shall be free to act independently on any issue not directly relating solely to the Collateral.
- (c) Each Secured Creditor shall file its own proof of claim in respect of the Obligations owing to it. Collateral Agent shall have the right to file (but has no obligation to file) a proof of claim in its capacity as Collateral Agent in respect of any or all of the Obligations.
- (d) Each Secured Creditor shall have the sole right to vote the claims pertaining to the Obligations owing to it by City.

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(e) Any property received by any Secured Creditor with respect to the Obligations owing to it as a result of, or during, any Bankruptcy Proceeding will be delivered promptly to Collateral Agent for distribution in accordance with Section 4.6.

SECTION 6. MISCELLANEOUS*Section 6.1. Amendments to this Agreement and Assignments*

This Agreement may not be modified, altered or amended, except by an agreement in writing signed by Collateral Agent, City and all the Secured Creditors. This Agreement is assignable by a Secured Creditor. Collateral Agent shall only transfer or assign its rights hereunder by operation of law or in connection with a resignation or removal from its capacity as Collateral Agent in accordance with the terms of this Agreement and, if required by the successor Collateral Agent, the parties agree to execute and deliver a restated Agreement in the event there is a replacement of Collateral Agent. City shall not assign, transfer or delegate its rights or obligations hereunder without the prior written consent of all the Secured Creditors and Collateral Agent. Any assignee of a PPA Provider under a Power Purchase Agreement shall comply with Section 6.5.

Section 6.2. Marshalling

Collateral Agent shall not be required to marshal any present or future security for (including, without limitation, the Collateral), or guaranties of the Obligations or to resort to such security or guaranties in any particular order; and all of each of such Person's rights in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising.

Section 6.3. Governing Law; Jurisdiction

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OTHER TRANSACTIONS CONTEMPLATED HEREBY OR

THEREBY MAY BE BROUGHT IN THE COURTS OF THE UNITED STATES OF AMERICA

FOR THE _____ DISTRICT OF CALIFORNIA IN _____ COUNTY OR, IF SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, THE COURTS OF THE STATE OF CALIFORNIA IN _____ COUNTY AND HEREBY EXPRESSLY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSES THEREOF AND EXPRESSLY WAIVES ANY CLAIM OF IMPROPER VENUE AND ANY CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT FORUM. EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH SUIT, ACTION OR

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PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS NOTICE ADDRESS APPLICABLE TO THIS AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING.

Section 6.4. Waiver of Jury Trial

EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS.

Section 6.5. Joinder

Each time CCEA, on behalf of City, enters into a new Power Purchase Agreement as to which the counterparty thereto is to share in the Collateral, such counterparty shall execute and deliver to Collateral Agent a Joinder to Intercreditor and Collateral Agency Agreement in the form of Exhibit A hereto (a “**Joinder**”) at the same time as such counterparty executes the Power Purchase Agreement. Further, no PPA Provider may assign or transfer its rights hereunder or under a Power Purchase Agreement without such assignees or transferees delivering an executed Joinder to Collateral Agent. By executing a Joinder, such counterparty agrees to be bound by the terms of this Agreement as though named herein and shall share in the Collateral in accordance with the provisions of this Agreement. Each such counterparty that is an assignee shall upon execution and delivery of a Joinder be the PPA Provider and Secured Creditor under this Agreement representing the holder of the assigned Obligations and shall be obligated for all obligations to Collateral Agent of its transferor, and such transferor shall cease forthwith to be a Secured Creditor hereunder.

Section 6.6. Counterparts

This Agreement and any related amendment or waiver may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. A facsimile of a signature page hereto or to any Joinder shall be as effective as an original signature.

Section 6.7. Termination

Unless earlier terminated by the parties hereto, upon termination of the Security Agreement in accordance with its terms and upon payment of all Obligations owed to Collateral Agent, this Agreement shall terminate, except for those provisions hereof that by their express terms shall survive the termination of this Agreement; provided, however, if all or any part of the Obligations are reinstated pursuant to Section 4.8, then this Agreement shall be renewed as of such date and shall thereafter continue in full force and effect to the extent of the Obligations so invalidated, set aside or repaid, or that remain outstanding.

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Section 6.8. Controlling Terms

In the event of any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

Section 6.9. Notices

Except as otherwise expressly provided herein, all notices, consents and waivers and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be delivered by hand, mailed by registered or certified mail or prepaid overnight air courier, or by facsimile communications, addressed as provided below their signatures to this Agreement or at such other address for notice as City, Collateral Agent or such Secured Creditor shall last have furnished in writing to the Person giving the notice. A notice addressed as provided herein that (i) is delivered by hand or overnight courier is effective upon delivery, (ii) is sent by facsimile communication is effective if made by confirmed transmission at a telephone number designated as provided herein for such purpose, and (iii) is sent by registered or certified mail is effective on the earlier of acknowledgement of receipt as shown on the return receipt or three (3) Business Days after mailing.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal by their authorized representative as of the Effective Date.

RIVER CITY BANK, not in its individual capacity, but solely as Collateral Agent

CONFIDENTIAL DRAFT
4/12/19

By:
Name:
Title:

Notice Address:

River City Bank
2485 Natomas Park Dr.
Sacramento, CA 95833
Attention: Cash Management
Fax: 916-567-2799
Email: cashmgmt@rivercitybank.com

Attachment: Hanford Intercreditor and Collateral Agency Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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_____,
as Secured Creditor

By:
Name:
Title:

Notice Address:

Attention: _____

Attachment: Hanford Intercreditor and Collateral Agency Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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CITY OF HANFORD

By:

Name: Darrel Pyle

Title: City Manager

Notice Address:

City of Hanford

Attention: Contract Administration

315-321 North Douty Street

Hanford, CA 93230

Fax: (559) 582-1152

Attachment: Hanford Intercreditor and Collateral Agency Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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**CALIFORNIA CHOICE
ENERGY AUTHORITY**

By:

Name: Jason Caudle

Title: Executive Director

Notice Address:

California Choice Energy Authority
Attention: Contract Administration
44933 Fern Avenue
Lancaster, CA 93534

Attachment: Hanford Intercreditor and Collateral Agency Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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EXHIBIT A**JOINDER TO INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT**

River City Bank, in its capacity as Collateral Agent
 2485 Natomas Park Dr.
 Sacramento, CA 95833
 Attention: Cash Management

Reference: _____

Reference is made to the Intercreditor and Collateral Agency Agreement, dated as of _____, 2019 (as amended or restated from time to time, the “**Intercreditor Agreement**”; capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Intercreditor Agreement), among River City Bank, as Collateral Agent, and the PPA Providers party thereto, relating to the City of Hanford, a California municipal corporation and general law city, d/b/a [Name of CCA Program] (“[CCA]”).

By executing and delivering this Joinder to Intercreditor and Collateral Agency Agreement (this “**Joinder**”), the undersigned holder of the Obligations arising under that certain Power Purchase Agreement between CCEA and the undersigned, a copy of which is enclosed with this Joinder, (1) agrees to the appointment of River City Bank, as its Collateral Agent in accordance with Section 3.1 of the Intercreditor Agreement, and (2) agrees to be bound by all of the terms and provisions of the Intercreditor Agreement. The address set forth under the signature of the undersigned constitutes its address for the purposes of Section 6.9 of the Intercreditor Agreement.

Dated as of: _____, 20__.

By: _____ Name:
 Title:

[Insert address for notices]

Attachment: Hanford Intercreditor and Collateral Agency Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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SECURITY AGREEMENT

This **SECURITY AGREEMENT** (this “**Agreement**”) dated as of _____, 2019 is entered into between City of Hanford, a California municipal corporation and general law city, d/b/a [Name of CCA Program], as pledgor (“**City**”), and River City Bank, a California corporation, not in its individual capacity, but solely as collateral agent (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”), for the benefit of the PPA Providers (as defined below) and California Choice Energy Authority (“**CCEA**”), as Secured Creditors (as defined below).

RECITALS:

A. CCEA has (i) entered into the Master Agreements (as defined below) with the PPA Providers for the purchase of Product (as defined below), and (ii) may in the future enter into a Power Purchase Agreement (as defined below) with a PPA Provider, pursuant to which CCEA has agreed, or will agree, to purchase the Product from such PPA Provider for City’s account and shall cause such PPA Provider to become a party to the Intercreditor Agreement (as defined below).

B. City shall sell the Product purchased by CCEA from PPA Providers to City’s customers at rates established by City from time to time.

C. City generates accounts receivable owing to City by City’s customers for such Product.

D. City’s customers are billed by Southern California Edison (“**SCE**”) amounts they owe for the Product provided by City.

E. As of the date hereof, City has directed SCE to remit all present and future collections on accounts receivable now or hereafter billed by SCE on behalf of City to Collateral Agent, for remittance to the Lockbox Account (as defined below) maintained by Collateral Agent, which direction is irrevocable unless both Collateral Agent, at the direction of the Required Secured Creditors (as defined below), and City direct SCE otherwise;

F. City desires herein to pledge to Collateral Agent, for the benefit of Secured Creditors, a first priority continuing security interest in and to the Collateral (defined below);

G. The PPA Providers, City and Collateral Agent have entered into the Intercreditor Agreement (as defined below) wherein the PPA Providers appointed River City Bank, as Collateral Agent to act on their behalf regarding the administration, collection and allocation of the proceeds of the Collateral; and

Attachment: Hanford Security Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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H. City and Collateral Agent desire to enter into this Agreement to evidence the pledge of the Collateral and to set forth their agreements regarding the Collateral and the application of the Collateral to the Obligations (as defined below).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions, Etc.

1.01 Defined Terms. The following terms shall have the meanings assigned to them in this Section 1.01 or in the provisions of this Agreement referred to below:

“Applicable Law” means any applicable law, including without limitation any: (a) federal, state, territorial, county, municipal or other governmental or quasi-governmental law, statute, ordinance, rule, regulation, requirement or use or disposal classification or restriction, whether domestic or foreign; (b) judicial, administrative or other governmental or quasigovernmental order, injunction, writ, judgment, decree, ruling, interpretation, finding or other directive, whether domestic or foreign; (c) common law or other legal or quasi-legal precedent; (d) any binding arbitrator’s, mediator’s or referee’s decision, finding, award or recommendation; or (e) charter, rule, regulation or other organizational or governance document of any national securities exchange or market or other self-regulatory organization.

“Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as codified under Title 11 of the United States Code, and the rules promulgated thereunder, as the same may be in effect from time to time.

“Business Day” means any day other than a Saturday, a Sunday or a day on which commercial banks in the State of California or Delaware are required or authorized to close.

“CCEA” means the California Choice Energy Authority, a California joint powers authority.

“Collateral” means the following, whether now existing or hereafter arising: (a) the Receivables; (b) the Deposit Accounts; (c) all cash, cash equivalents, Securities, Investment Property (as such term is defined in the UCC), Security Entitlements (as such term is defined in the UCC), checks, money orders and other items of value now or hereafter that are required to be, or that are, paid, deposited, credited or held (whether for collection, provisionally or otherwise) in or with respect to any Deposit Account or otherwise in the possession or under the control of, or in transit to, the Collateral Agent or the Depositary Bank for credit or with respect to any Deposit Account and all interest accumulated thereon; and (d) all Proceeds (as such term is defined in the UCC) of any or all of the foregoing. The term “Collateral” shall not include any amounts distributed to City pursuant to Section 6.02(v).

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“Collateral Agent” has the meaning given to such term in the Preamble hereof.

“Control” has the meaning given to such term in Section 9-104 of the UCC.

“Control Agreements” means the Account Control Agreement, dated as of the date hereof, among the Depository Bank, City and Collateral Agent and any other agreements entered into among City and Depository Bank which shall designate the Deposit Accounts as blocked accounts under the Control of Collateral Agent, for the benefit of Secured Creditors, as provided in the UCC, as each such agreement may be amended, supplemented, restated or replaced from time to time.

“Credit Rating” means for a Qualified Institution the respective ratings then assigned to such entity’s unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Moody’s or other specified rating agency or agencies or, if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its “corporate credit rating” by S&P.

“Customer” means any customer of City who purchases Product from City but is invoiced by SCE, and any other obligor(s) responsible for payment of a Receivable.

“Deposit Accounts” means the Lockbox Account, together with any other Deposit Account or Securities Account (as such terms are defined in the UCC) from time to time pledged by City to Collateral Agent, for the benefit of Secured Creditors, to secure the Obligations.

“Depository Bank” means River City Bank, a California corporation, in its capacity as depository bank, and its successors and assigns.

“Direction Letter” means that certain letter in the form attached at Exhibit B, a copy of which will be delivered to the Collateral Agent, from City to SCE pursuant to which City has directed SCE to remit all of the Proceeds on the Receivables collected by SCE from Customers to the Lockbox Account specified therein for application to the Obligations, unless and until both Collateral Agent, at the direction of the Required Secured Creditors, and City jointly instruct SCE to terminate or change such direction and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof and any similar letter or written direction provided to SCE.

“Discharge Date” means that date on which: (a) any and all outstanding Obligations under the Transaction Agreements have been fully satisfied, and (b) there are no continuing obligations by City under any Transaction Agreements (other than for any provisions which are intended to survive the termination of the Transaction Agreements).

“Distribution Date” means the twenty-third (23rd) day of each month.

“Distribution Date Certificate” means a certificate substantially in the form of Exhibit A hereto itemizing each of the payments to be remitted under Section 6.02, prepared by

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CCEA and submitted to City, and submitted by City to Collateral Agent in accordance with Section 6.03.

“**Event of Default**” has the meaning set forth in the applicable Master Agreement or Power Purchase Agreement.

“**Implementation Plan**” means that certain Implementation Plan filed with the California Public Utilities Commission (CPUC) and certified by the CPUC.

“**Intercreditor Agreement**” means the Intercreditor and Collateral Agency

Agreement, dated as of even date herewith, among Collateral Agent, the Secured Creditors from time to time party thereto and City, as amended, supplemented, restated or replaced from time to time.

“**Letter of Credit**” means one or more irrevocable, transferable standby letters of credit, in a form acceptable to the PPA Providers and issued by a Qualified Institution.

“**Lien**” means any mortgage, pledge, hypothecation, deposit arrangement, encumbrance, lien (statutory or other), assignment, charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any sale governed by Article 9 of the UCC, any conditional sale or title retention agreement, or any capital lease having substantially the same economic effect as any of the foregoing).

“**Lockbox Account**” means the deposit account no. *****____, which is maintained in the name of City and is under the Control of Collateral Agent, for the benefit of the Secured Creditors, at Depositary Bank, and any replacement account, in each case, pursuant to the Lockbox Account Control Agreement.

“**Lockbox Account Control Agreement**” means the Account Control Agreement, dated as of the date hereof, among Depositary Bank, City and Collateral Agent and any other agreements entered into among Depositary Bank, City and Collateral Agent which shall designate the Lockbox Account as a blocked account under the Control of Collateral Agent, for the benefit of Secured Creditors, as provided in the UCC, as each such agreement may be amended, supplemented, restated or replaced from time to time.

“**Master Agreements**” means the following:

(i) the Master Power Purchase and Sale Agreement, dated as of _____, 201_, between _____ and CCEA, together with the exhibits, schedules, transactions, confirmations, and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof;

(ii) the Master Power Purchase and Sale Agreement, dated as of _____, 201_, between _____ and CCEA, together with the

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exhibits, schedules, transactions, confirmations, and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof;

(iii) the Master Power Purchase and Sale Agreement, dated as of _____, 201_, between _____ and CCEA, together with the exhibits, schedules, transactions, confirmations, and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof; and

(iv) the Master Power Purchase and Sale Agreement, dated as of _____, 201_, between _____ and CCEA, together with the exhibits, schedules, transactions, confirmations, and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof.

“Moody’s” means Moody’s Investor Services, Inc.

“Obligations” means all of the obligations and liabilities under the Transaction Agreements to each PPA Provider, which are for the City’s account, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereinafter arising under or in respect of one or more of the Transaction Agreements, including all payments, fees, purchases, mark-to-market exposure, commitments for reimbursement, indemnifications, interest, damages and Termination Payments, if any. The term “Obligations” also includes all of City’s other present and future obligations to CCEA under that certain Administrative Services Agreement, and to each PPA Provider under the Transaction Agreements entered into by CCEA for City’s account, including the repayment of (a) any amounts that Collateral Agent (or a PPA Provider) may advance or spend for the maintenance or preservation of the Collateral and (b) any other expenditure that Collateral Agent (or PPA Provider) may make under the provisions of the Transaction Agreements for the benefit of City. For the avoidance of doubt, the term “Obligations” includes any of the foregoing that arises after the filing of a petition by or against City under any bankruptcy or insolvency statute, even if the Obligations do not accrue because of any statutory automatic stay or otherwise.

“Person” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, or a government or agency or political subdivision thereof.

“Power Purchase Agreement” means each agreement, including the Master Agreements, together with the exhibits, schedules, transactions, confirmations (including confirmations entered into after the date hereof), and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof, pursuant to which a PPA Provider sells the Product to CCEA for the account of City, as amended, modified, supplemented, restated, extended or replaced from time to time.

“PPA Provider” means each seller of Product under a Power Purchase Agreement that is made a party to the Intercreditor Agreement, and its respective successors and assigns.

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“Product” means one or more of the following: energy, renewable energy attributes, capacity attributes, resource adequacy benefits, or any other similar or related products contemplated in the Power Purchase Agreements.

“Qualified Institution” means a commercial bank organized under the laws of the United States or a political subdivision thereof having at the applicable time (a) a Credit Rating of (i) A- or better from Standard & Poor’s, or (ii) A3 or better from Moody’s, or (iii) if such bank has a Credit Rating at such time from both Standard & Poor’s and Moody’s, A- or better from Standard & Poor’s and A3 or better from Moody’s and (b) assets of at least Ten Billion Dollars (\$10,000,000,000).

“Receivable” means an Account evidencing City’s rights to payment for Product, billed in an invoice sent to a Customer by SCE, together with all late fees and other fees which SCE and City agree are to be charged in such invoice to the Customer by SCE on behalf of City.

“Regular Charges” means, as of any date of determination, amounts then due and owing to such PPA Provider for the Product delivered by such PPA Provider, without giving effect to any Supplemental Payment owing to such PPA Provider.

“Regular Sharing Percentage” means, as of any date of determination, with respect to each PPA Provider as calculated by CCEA in a commercially reasonable manner, the percentage equivalent of a fraction, (i) the numerator of which is the amount of the Regular Charges due and owing to such PPA Provider, as of such date, and (ii) the denominator of which is the amount of the Regular Charges due and owing to all PPA Providers, as of such date.

“Required Secured Creditors” has the meaning given to such term in the Intercreditor Agreement.

“Reserve Amount” means an amount of _____ (\$_____). If City is not subject to an Event of Default, the total Reserve Amount shall automatically be reduced by _____ percent (___%) annually, starting _____.

“Secured Creditors” means each PPA Provider party to the Intercreditor Agreement, CCEA, and their respective successors and assigns.

“Standard & Poor’s” means Standard & Poor’s Rating Group (a division of McGraw-Hill, Inc.).

“Supplemental Payment” means, as of any date of determination, all Obligations owing by City to each PPA Provider, excluding, however, the Regular Charges owed to such PPA Provider. Supplemental Payments include, but are not limited to, all out-of-pocket losses such as indemnity claims arising under the Transaction Agreements to the extent such losses were incurred by such PPA Provider, all late payment charges due under a Power Purchase Agreement, and all Obligations arising upon a default or Termination Event, such as Termination Payments.

“Supplemental Sharing Percentage” means, as of any date of determination, with

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respect to each PPA Provider, the percentage equivalent of a fraction, (y) the numerator of which is the outstanding amount of the Supplemental Payments due and owing to such PPA Provider, as of such date, and (z) the denominator of which is the sum of the outstanding amount of the Supplemental Payments due and owing to all PPA Providers, as of such date.

“Termination Event” means, with respect to any Power Purchase Agreement, the termination of Transactions and/or acceleration of all amounts owing thereunder in accordance with the terms of such Power Purchase Agreement.

“Termination Payment” has the meaning given to such term in the Intercreditor Agreement.

“Transaction Agreements” means the Master Agreements, any other Power Purchase Agreements, the Control Agreements, the Intercreditor Agreement, this Agreement and all other agreements, instruments or documents to which City is a party and which are executed and delivered from time to time in connection with or as security for City’s obligations under the Master Agreements, any other Power Purchase Agreements and any other Transaction Agreements, as the same may be amended, restated, modified, replaced, extended or supplemented from time to time.

“UCC” means the Uniform Commercial Code in effect in the State of California from time to time.

1.02 Certain Uniform Commercial Code Terms. As used herein, the terms **“Account”**, **“Investment Property”**, and **“Proceeds”** have the respective meanings set forth in Article 9 of the UCC. The terms **“Security”** and **“Security Entitlements”** have the respective meanings set forth in Article 8 of the UCC.

1.03 Other Interpretive Provisions. References to “Sections” shall be to Sections of this Agreement unless otherwise specifically provided. For purposes hereof, “including” is not limiting and “or” is not exclusive. All capitalized terms defined in the UCC and not otherwise defined herein or in the Security Agreement shall have the respective meanings provided for by the UCC. Any of the terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference. References to any instrument, agreement or document shall include such instrument, agreement or document as supplemented, modified, amended or restated from time to time to the extent permitted by this Agreement. References to any Person include the successors and permitted assigns of such Person. References to any statute, act or regulation shall include its related current version and all amendments and any successor statutes, acts and regulations. References to any statute or act, without additional reference, shall be deemed to refer to federal statutes and acts of the United States. References to any agreement, instrument or document shall include all schedules, exhibits, annexes and other attachments thereto.

Section 2. Grant of Security Interest.

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As collateral security for the payment and performance in full of the Obligations when due, whether at stated maturity, by acceleration or otherwise, City hereby assigns, pledges and grants to Collateral Agent, for the benefit of the Secured Creditors, a first priority continuing security interest in and continuing lien on all of City's right, title and interest in and to the Collateral, including the following:

- (a) the prompt and complete payment, when due and payable, of all Obligations; and
- (b) the timely performance and observance by City of all covenants, obligations and conditions contained in the Transaction Agreements; and
- (c) without limiting the generality of the foregoing and to the fullest extent permitted under Applicable Law, the payment of all amounts, including interest which constitute part of the Obligations and would be owed by City to the Secured Creditors under the Transaction Agreements but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving City.

The collateral assignment evidenced by this Agreement is a continuing one and is irrevocable by City so long as any of the Obligations are outstanding.

Section 3. Representations and Warranties.

City represents and warrants to Collateral Agent that:

3.01 Title. It is the sole beneficial owner of the Collateral and such Collateral is free and clear of all liens, except liens in favor of Collateral Agent created hereunder.

3.02 Names, Etc. As of the date hereof, the full and correct legal name, type of organization, jurisdiction of organization, mailing address, and principal place of business is as follows: City of Hanford, a California municipal corporation and general law city, d/b/a [Name of CCA Program], 315-321 North Douty Street, Hanford, CA 93230.

3.03 Changes in Circumstances. City has not: (a) within the period of four (4) months prior to the date hereof, changed its location (as defined in Article 9 of the UCC); (b) within the period of five (5) years prior to the date hereof, changed its name; or (c) within the period of four (4) months prior to the date hereof, become a "new debtor" (as defined in Article 9 of the UCC) with respect to a currently effective security agreement previously entered into with any other Person.

3.04 Security Interests. The Liens granted by this Agreement have attached and constitute a perfected first priority continuing security interest in the Collateral. City owns good and marketable title to the Collateral free and clear of all Liens other than such Liens established under this Agreement, and neither the Collateral nor any interest in the Collateral has been transferred to any other Person. City has full right, power and authority to grant a first-priority security interest in the Collateral to Collateral Agent in the manner provided in this Agreement, free and clear of any other Liens, adverse claims and options and without the consent of any other

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person or entity or if consent is required, such consent has been obtained. No other Lien, adverse claim or option has been created by City or is known by City to exist with respect to the Collateral. At the time the security interest in favor of Collateral Agent attaches, good and indefeasible title to all after-acquired property included within the Collateral, free and clear of any other Liens, adverse claims or options shall be vested in City. All consents for the assignment of Collateral to Collateral Agent, if any, required to be obtained by City have been obtained. This Agreement, the Intercreditor Agreement, and the Lockbox Account Control Agreement constitute legal, valid and binding obligations of City enforceable against it in accordance with their terms except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability. City will not contest the validity or legality of any Transaction Agreements entered into between CCEA and any PPA Provider for the account of City and represents and warrants that it has provided CCEA with full power and authority to enter in the Transaction Agreements for City's account.

Section 4. Covenants.

City hereby stipulates and agrees with the Collateral Agent as follows:

4.01 Perfection by Control. City shall not be permitted to withdraw funds from the Deposit Accounts until the Discharge Date and this Agreement has been terminated. Collateral Agent shall have the exclusive authority to withdraw, or (other than as set forth herein) direct the withdrawal of, funds from the Deposit Accounts. The Control Agreement for each Deposit Account shall give the Collateral Agent the sole power to direct Depositary Bank regarding the Deposit Account, and thus Collateral Agent shall Control the Deposit Accounts within the meaning of the UCC. Collateral Agent shall make distributions from the Deposit Accounts only in accordance with Section 6 of this Agreement.

4.02 Further Assurances. Upon the request of Collateral Agent, City shall promptly from time to time give, execute, deliver, file, record, authorize or obtain all such financing statements, continuation statements, notices, documents, agreements or other papers as may be necessary in the judgment of Collateral Agent to create, preserve, perfect, maintain the perfection of or validate the security interest granted pursuant hereto or to enable Collateral Agent to exercise and enforce its rights hereunder with respect to such security interest, and without limiting the foregoing, shall:

(a) take such other action as Collateral Agent may reasonably deem necessary or appropriate to duly record or otherwise perfect the security interest created hereunder in the Collateral;

(b) promptly from time to time enter into such Control Agreements, each in form and substance reasonably acceptable to Collateral Agent, as may be required to perfect the security interest created hereby;

(c) keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as Collateral Agent may reasonably require in order to reflect the security interests granted by this Agreement; and

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(d) permit representatives of Collateral Agent, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from its books and records pertaining to the Collateral, and to be present at City's places of business to receive copies of communications and remittances relating to the Collateral, and forward copies of any notices or communications received by City with respect to the Collateral, all in such manner as Collateral Agent may reasonably require.

4.03 No Other Liens. City is and shall be the owner of or have other transferable rights in the Collateral free from any right or claim of any other Person or any other Lien and City shall defend the same against all claims and demands of all Persons at any time claiming the same or any interest therein adverse to Collateral Agent. City shall not (a) grant, or permit to be granted, any Lien with respect to any of the Collateral in which Collateral Agent is not named as the sole secured party, (b) file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to any of the Collateral in which Collateral Agent is not named as the sole secured party, or (c) cause or permit any Person other than Collateral Agent to have Control of any Deposit Account constituting part of the Collateral.

4.04 Locations; Names, Etc. Without at least thirty (30) days' prior written notice to the Collateral Agent, City shall not: (a) change its location (as defined in Article 9 of the UCC), (b) change its name from the name shown as its current legal name in Section 3 of this Agreement, or (c) agree to or authorize any modification of the terms of any item of the Collateral if the effect thereof would be to result in a loss of perfection of, or diminution of priority for, the security interests created hereunder in such item of Collateral, or the loss of control (within the meaning of Article 9 of the UCC) by Collateral Agent over such item of Collateral.

4.05 Perfection and Recordation. City authorizes Collateral Agent to file Uniform Commercial Code financing statements describing the Collateral (provided that no such description shall be deemed to modify the description of Collateral set forth in Section 2). The Collateral Agent, in accordance with Section 4.02 hereof, hereby requests and instructs City to, and City hereby agrees, at its sole cost and expense to, prepare and file such Uniform Commercial Code financing and continuation statements describing the Collateral as may be necessary to perfect and continue the security interest granted herein. City shall deliver to the Collateral Agent a file stamped copy of all such filings, which the Collateral Agent shall make available to any PPA Provider upon request.

Section 5. Remittance of Collections to Collateral Agent.

5.01 Irrevocable Direction. City has, pursuant to the Direction Letter, irrevocably instructed SCE to remit to Collateral Agent all payments due or to become due in respect of the Receivables unless and until both Collateral Agent, at the direction of the Required Secured Creditors, and City direct otherwise in writing. The Collateral shall be collected by Collateral Agent from SCE pursuant to the Direction Letter. City shall periodically take such additional measures as may be commercially reasonable to cause SCE or Customers to make all payments due to City into the Lockbox Account designated in the Direction Letter. All invoices

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issued by or on behalf of City shall direct payment into the Lockbox Account designated in the Direction Letter. City shall provide Collateral Agent with such proof of compliance with this Section 5.01 as Collateral Agent may reasonably request from time to time. Without the prior written consent of Collateral Agent (acting at the written direction of the Required Secured Creditors), City shall not (a) terminate, amend, revoke or modify such payment instructions to SCE or Customers or (b) direct or cause, directly or indirectly, SCE or any Customer to make any payments except in accordance with such payment instructions. The parties agree that if any such payments, or any other Proceeds of Collateral, are received by City, (i) they shall be held in trust by City for the benefit of the Collateral Agent, (ii) City shall as promptly as possible remit or deliver same to Collateral Agent for application as provided herein, (iii) City shall take such commercially reasonable steps as necessary to require such Customer or SCE to make any future remittances into the Lockbox Account designated in the Direction Letter and (iv) such activity shall be reported promptly to Collateral Agent following City's receipt of such funds. Collateral Agent thus has the right to all collections on the Collateral remitted to it by SCE until the Discharge Date.

5.02 Application of Proceeds. The Proceeds of any collection or realization of all or any part of the Collateral shall be applied by Collateral Agent as provided for in Section 6 below.

5.03 Deficiency. If the Proceeds of the collection of the Collateral are insufficient to pay in full the Obligations, City remains liable to Collateral Agent and Secured Creditors for any deficiency.

5.04 Attorney-in-Fact. Collateral Agent is hereby appointed the attorney-in-fact of City to receive, endorse and collect all checks made payable to the order of City representing any payment or other distribution in respect of the Collateral.

Section 6. Establishment of and Distributions from Deposit Accounts.

6.01 Establishment of Deposit Accounts. City shall establish the Deposit Accounts in City's name at Depositary Bank and shall fund the Reserve Amount into the Lockbox Account. The deposits into the Deposit Accounts and all interest accumulated thereon shall be held and disbursed by the Depositary Bank in accordance with the terms and conditions of the Control Agreements and this Agreement. The Deposit Accounts are subject to the sole dominion, control and discretion of Collateral Agent until the Discharge Date. Until the Discharge Date, neither City nor any person or entity claiming on behalf of or through City shall have any right or authority, whether express or implied, to make use of, withdraw or transfer any funds or to give instructions with respect to disbursement of the Accounts other than Collateral Agent. Until the Discharge Date, subject to Section 6.02, Collateral Agent shall be entitled to exercise any and all rights in respect of or in connection with the Deposit Accounts including (i) the right to specify the amount of payments to be made from the Deposit Accounts, (ii) when such payments are to be made out of the Deposit Accounts and (iii) the right to withdraw funds for the payment of Obligations which are due and payable from the Deposit Accounts. Collateral Agent shall accept all funds remitted to the Deposit Accounts under this Agreement, and credit such funds as provided for in Section 6.02 below.

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6.02 Priority of Distributions of Collateral. Proceeds of Collateral shall be allocated in accordance with this Section 6.02. On each Distribution Date, Collateral Agent shall distribute all funds in the Lockbox Account or otherwise received on the Collateral in accordance with the following priority:

- (i) *first*, to each PPA Provider in payment of any Regular Charges, according to its Regular Sharing Percentage;
- (ii) *second*, to each PPA Provider in payment of any Supplemental Payment owing to it according to its Supplemental Sharing Percentage;
- (iii) *third*, to CCEA in payment of any amounts owing to CCEA under that certain Administrative Services Agreement between CCEA and City;
- (iv) *fourth*, to the Collateral Agent (as such and in its individual capacity) in respect of its reasonable out-of-pocket fees and expenses incurred under this Agreement, the Intercreditor Agreement or the Control Agreements that have been invoiced to City, including, without limitation, payment of expenses incurred by the Collateral Agent which indemnity shall include the reasonable out of pocket attorneys' fees of outside counsel to the Collateral Agent; and
- (v) *fifth*, unless an Event of Default shall exist as to City, the balance, if any, after retention in the Lockbox Account of the Reserve Amount, shall be returned to City free and clear of the lien of this Agreement, provided, however, that if the Collateral Agent has been notified of a dispute in accordance with Section 6.06, the portion of the balance, if any, up to such disputed amount shall be retained in the Lockbox Account and City shall only receive the amount of the balance, if any, that is in excess of such disputed amount until such time as the Collateral Agent receives written notice from the relevant PPA Provider and City that the dispute pursuant to Section 6.06 has been resolved.

Collateral Agent shall rely, and shall be fully protected in relying on a Distribution Date Certificate in making the above calculations, without any requirement that Collateral Agent verify the accuracy of such Distribution Date Certificate, subject to revision in the event of disputes resolved under Section 6.06.

6.03 Distribution Date Certificate. On or before three (3) Business Days before each Distribution Date, City shall remit, or cause to be remitted, to Collateral Agent and each PPA Provider a certificate in substantially the form of Exhibit A hereto (the "**Distribution Date Certificate**") prepared by CCEA itemizing each of the payments to be remitted under Section 6.02 above. The PPA Providers may share such Distribution Date Certificates with their respective accountants, legal counsel and other advisors.

6.04 Replenishing the Reserve Amount; No Waiver. Subject to Section 6.05, if at any time the balance in the Deposit Accounts is less than the Reserve Amount, then (a) the Collateral Agent shall within two (2) Business Days thereafter provide City with written notice thereof, with a copy to the Secured Creditors and (b) City shall deposit such shortfall amount into

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the Deposit Accounts not later than ten (10) Business Days after its receipt of such notice from Collateral Agent. The Collateral Agent shall have no duty or obligation to monitor or oversee City's replenishment of the Reserve Amount, and shall have no duty or obligation under this Section 6.04 other than to deliver the written notice required pursuant to 6.04(a). Nothing contained herein shall impair or otherwise limit City's obligations to timely make the payments required pursuant to any of the Transaction Agreements. It is expressly understood and agreed that the Collateral Agent shall have no liability for its failure to deliver any amounts required to be delivered by it pursuant to this Agreement or any other Transaction Agreement to the extent that such amounts are not then available in the Deposit Accounts.

6.05 Release of Reserve Amount. Except following and during the continuance of an Event of Default, if City provides the Collateral Agent with a Letter of Credit for the benefit of the PPA Providers in an amount equal to the Reserve Amount, and all Secured Creditors confirm in writing to the Collateral Agent that no such Event of Default exists or is continuing. City may request in writing and, upon receipt of such request, Collateral Agent shall instruct the Depositary Bank to release and distribute the Reserve Amount to City. All of the fees, costs and expenses associated with the Letter of Credit shall be borne by City. City shall thereafter cause the Letter of Credit to be maintained in full force and effect through the Discharge Date. If at any time the issuer of the Letter of Credit is no longer a Qualified Institution, then City shall, within five (5) Business Days of such occurrence, either (a) provide Collateral Agent with a replacement Letter of Credit for the benefit of the PPA Providers issued by a Qualified Institution in an amount equal to the Reserve Amount or (b) fund the applicable Reserve Amount into the Lockbox Account.

6.06 Disputes. If a PPA Provider advises CCEA, City and Collateral Agent in writing that the calculations in any Distribution Date Certificate are in its opinion materially incorrect, then CCEA, City and such PPA Provider shall attempt to resolve the discrepancy in good faith. If the parties are able to reach an agreement with respect to such discrepancy in advance of the relevant Distribution Date, City shall remit to Collateral Agent and each PPA Provider a revised Distribution Date Certificate reflecting the agreed upon amounts, and the Collateral Agent shall disburse funds in accordance with such revised Distribution Date Certificate on the applicable Distribution Date, provided, however, that the Collateral Agent shall have no liability whatsoever for any failure to disburse funds in accordance with a revised Distribution Date Certificate to the extent that it has not received such revised Distribution Date Certificate sufficiently in advance of the scheduled distribution. If the parties are unable to agree, they shall resolve such dispute in accordance with the dispute resolution provision of the Power Purchase Agreement between such PPA Provider and CCEA. In the interim, the Distribution Date Certificate originally submitted by City shall be relied upon by Collateral Agent for purposes of making distributions from the Lockbox Account or any other Deposit Account of all undisputed amounts in accordance with Section 6.02, and the Collateral Agent shall make no distribution in respect of any disputed amount until such time as it has received a revised Distribution Date Certificate. Notwithstanding the above, no dispute shall prevent any other PPA Provider from receiving its distributions from the Lockbox Account, even if such distributions would result in a shortfall of the disputed amount. However, City shall not be entitled to receive any funds if such distribution to City would result in a shortfall of the disputed amount.

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6.07 Earnings on Deposit Accounts. City shall establish the Deposit Accounts as non-interest bearing accounts.

6.08 Rights and Remedies. If an Event of Default shall have occurred and is continuing, Collateral Agent, without any other notice to or demand upon City, shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC and any additional rights and remedies as may be provided to a secured party in any jurisdiction in which Collateral is located; it being understood and agreed that the Collateral Agent would be exercising any such rights and remedies in its capacity as collateral agent for the benefit of the PPA Providers, as Secured Creditors. In addition, **CITY HEREBY WAIVES ANY AND ALL RIGHTS THAT IT MAY HAVE TO A JUDICIAL HEARING IN ADVANCE OF THE ENFORCEMENT OF COLLATERAL AGENT'S RIGHTS AND REMEDIES HEREUNDER, INCLUDING ITS RIGHT FOLLOWING AN EVENT OF DEFAULT TO TAKE IMMEDIATE POSSESSION OF THE COLLATERAL AND TO EXERCISE ITS RIGHTS AND REMEDIES WITH RESPECT THERETO.** Collateral Agent shall only act at the written instruction of the Required Secured Creditors in (a) taking any action under this Agreement, the Intercreditor Agreement or any Control Agreements with respect to the Collateral following an Event of Default and (b) asserting any claim under this Agreement, the Intercreditor Agreement or any Control Agreements. Notwithstanding the foregoing, if Collateral Agent deems it prudent to take reasonable actions, without the instruction of a Secured Creditor, to protect the Collateral, it may (but shall be under no obligation to) do so and thereafter provide written notice to all the Secured Creditors of such actions, and no provision of this Agreement shall restrict Collateral Agent from exercising such rights and no liability shall be imposed on Collateral Agent for omitting to exercise such rights.

6.09 No Waiver by Collateral Agent. Collateral Agent shall not be deemed to have waived any of its rights and remedies in respect of the Obligations or the Collateral unless such waiver shall be made in writing and signed by Collateral Agent (acting at the written direction of the Required Secured Creditors). No delay or omission on the part of Collateral Agent in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any occasion shall not be construed as a bar to or a waiver of any right or remedy on any future occasion. All rights and remedies of Collateral Agent with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, may be exercised by Collateral Agent (acting at the written direction of the Required Secured Creditors), shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as Collateral Agent (acting at the written direction of the Required Secured Creditors) deems expedient.

6.10 Waivers by City. To the extent permitted by applicable law, City hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description.

6.11 Marshalling. **TO THE EXTENT THAT IT LAWFULLY MAY, CITY**

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HEREBY AGREES THAT IT WILL NOT INVOKE ANY LAW RELATING TO THE MARSHALLING OF COLLATERAL WHICH MIGHT CAUSE DELAY IN OR IMPEDE THE ENFORCEMENT OF COLLATERAL AGENT'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT OR UNDER ANY OTHER INSTRUMENT CREATING OR EVIDENCING ANY OF THE OBLIGATIONS OR UNDER WHICH ANY OF THE OBLIGATIONS IS OUTSTANDING OR BY WHICH ANY OF THE OBLIGATIONS IS SECURED OR PAYMENT THEREOF IS OTHERWISE ASSURED, AND, TO THE EXTENT THAT IT LAWFULLY MAY, CITY HEREBY IRREVOCABLY WAIVES THE BENEFITS OF ALL SUCH LAWS.

Section 7. Miscellaneous.

7.01 Notices. Except as otherwise expressly provided herein, all notices, consents and waivers and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be delivered by hand, mailed by registered or certified mail or prepaid overnight air courier, or by facsimile communications, addressed to the relevant party as provided below their signatures to this Agreement or at such other address for notice as City or Collateral Agent shall last have furnished in writing to the Person giving the notice. A notice addressed as provided herein that (i) is delivered by hand or overnight courier is effective upon delivery, (ii) that is sent by facsimile communication is effective if made by confirmed transmission at a telephone number designated as provided herein for such purpose, and (iii) that is sent by registered or certified mail is effective on the earlier of acknowledgement of receipt as shown on the return receipt or three (3) Business Days after mailing.

7.02 No Waiver. No failure on the part of the Collateral Agent to exercise, and no course of dealing with respect to, and no delay in exercising, any right or power hereunder shall operate as a waiver thereof.

7.03 Amendments. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by City and Collateral Agent.

7.04 Expenses. If City fails to do so, Collateral Agent may, upon receipt from the Required Secured Creditors of written direction and such sums as may be necessary in connection therewith, discharge taxes and any other Liens or encumbrance at any time levied or placed on any of the Collateral. City agrees to reimburse Collateral Agent on demand for any such expenditures made by Collateral Agent, and the Collateral Agent promptly upon receipt thereof shall remit such reimbursed sums to the Required Secured Creditors. For the avoidance of doubt, it is expressly understood and agreed that the Collateral Agent shall not use or expend its own funds in connection with such taxes, Liens or encumbrances. Collateral Agent shall have no obligation to make any such expenditure nor shall the making thereof be construed as a waiver or cure of any Event of Default. City agrees to reimburse Collateral Agent (as such and in its individual capacity) for all reasonable costs and expenses incurred by it (including the reasonable fees and expenses of legal counsel) in connection with (i) the performance by Collateral Agent of its duties under this Agreement, the Intercreditor Agreement or the Control Agreements, (x) protecting, defending or asserting rights and claims of the Collateral Agent in respect of the Collateral, (y) litigation relating to the Collateral, and (z) workout, restructuring or other

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negotiations or proceedings, and (ii) the enforcement of this Section 7.04, and all such reasonable costs and expenses shall be Obligations entitled to the benefits of the collateral security provided pursuant to Section 2.

7.05 Duty of Care; Earnings. Collateral Agent shall have no duty or obligation with respect to the Collateral except for its contractual obligations under this Agreement, the Intercreditor Agreement or the Control Agreements. The Collateral Agent shall have no duty or obligation as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against any Person, beyond the safe custody of any Collateral in the Collateral Agent's possession or control. Without limiting the generality of the foregoing, Collateral Agent shall have no duty (a) other than to instruct City as set forth in Section 4.05 hereof, to see to any recording or filing of any financing statement evidencing a security interest in the Collateral, or to see to the maintenance of any such recording or filing, (b) to see to the payment or discharge of any tax, assessment or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against any part of the Collateral, (c) to confirm or verify the contents of any reports or certificates delivered to Collateral Agent believed by it to be genuine and to have been signed or presented by the proper party or parties, or (d) to ascertain or inquire as to the performance of observance by any other Person of any representations, warranties or covenants. Collateral Agent may require an officer's certificate or an opinion of counsel before acting or refraining from acting, and Collateral Agent shall not be liable for any action it takes or omits to take in good faith in reliance on an officer's certificate or an opinion of counsel.

7.06 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of City, the Secured Creditors, and the Collateral Agent (provided that City shall not assign, transfer or delegate its rights or obligations hereunder without the prior written consent of Collateral Agent) and Collateral Agent shall only transfer or assign its rights hereunder in connection with a resignation or removal from its capacity as Collateral Agent in accordance with the terms of the Intercreditor Agreement). This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect in accordance with Section 7.12, and be binding upon City, its successors and assigns, and inure, together with the rights of Collateral Agent hereunder, to the benefit of the Collateral Agent and its successors, transferees and assigns.

7.07 Counterparts. This Agreement and any related amendment or waiver may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. A facsimile of a signature page hereto shall be as effective as an original signature.

7.08 GOVERNING LAW; JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT

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OF OR RELATING TO THIS AGREEMENT, OR ANY OTHER TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE BROUGHT IN THE COURTS OF THE UNITED STATES OF AMERICA FOR THE CENTRAL DISTRICT OF CALIFORNIA IN LOS ANGELES COUNTY OR, IF SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, THE COURTS OF THE STATE OF CALIFORNIA IN LOS ANGELES COUNTY AND HEREBY EXPRESSLY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSES THEREOF AND EXPRESSLY WAIVES ANY CLAIM OF IMPROPER VENUE AND ANY CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT FORUM. EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS NOTICE ADDRESS APPLICABLE TO THIS AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING.

7.09 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS.

7.10 CONSENT TO INJUNCTIVE RELIEF. WITHOUT LIMITING ANY OTHER RIGHTS OR REMEDIES THAT COLLATERAL AGENT MAY HAVE, CITY ACKNOWLEDGES THAT ITS VIOLATION OF SECTION 5.01 WOULD RESULT IN IRREPARABLE INJURY TO COLLATERAL AGENT FOR WHICH NO ADEQUATE REMEDY AT LAW WOULD BE AVAILABLE. ACCORDINGLY, CITY HEREBY (I) CONSENTS TO THE ENTRY OF AN IMMEDIATE EX-PARTE INJUNCTION, TEMPORARY RESTRAINING ORDER, AND/OR PERMANENT INJUNCTION TO ENFORCE THE PROVISIONS OF SECTION 5.01, IN ADDITION TO ANY OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY AND (II) WAIVES ANY DEFENSE THAT ADEQUATE REMEDIES ARE AVAILABLE AT LAW AND ANY REQUIREMENT THAT A BOND OR ANY OTHER SECURITY BE POSTED IN CONNECTION WITH THE ENTRY OF ANY RESTRAINING ORDER OR INJUNCTION.

7.11 Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

7.12 Termination. Unless earlier terminated in writing by the parties hereto, this is a continuing security agreement and the grant of a security interest under this Agreement shall remain in full force and effect and all the rights, powers and remedies of Collateral Agent hereunder shall continue to exist until: (a) the Obligations are paid in full as the same becomes due and payable; (b) the PPA Providers have no further obligation to deliver products or render services (including credit support services) to, or on behalf of, City; (c) City has no further obligations to

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the PPA Providers under any of the Transaction Agreements; and (d) the PPA Providers, upon request of City, have executed and delivered to each of City and the Collateral Agent a written termination statement, and Collateral Agent has reassigned to City, without recourse, the Collateral and all rights conveyed hereby and returned possession of the Collateral to City. Furthermore, it is contemplated by the parties that there may be times when no Obligations are owing; but notwithstanding such occurrences, unless the PPA Providers have executed a written termination under clause (d) above, this Agreement shall remain valid and shall be in full force and effect as to subsequent Obligations, provided Collateral Agent has not executed a written agreement terminating this Agreement. This Agreement shall continue irrespective of the fact that the liability of any other obligor may have ceased, or irrespective of the validity or enforceability of the Transaction Agreements, to which any other obligor may be a party, and notwithstanding the reorganization or bankruptcy of City, or any other event or proceeding affecting City or any other obligor. At City's request, Collateral Agent shall, at City's reasonable expense, instruct Depositary Bank to release all assets credited to the Deposit Accounts to City, and Collateral Agent shall also execute such other documentation as shall be reasonably requested by City to effect the termination and release of the liens on the Collateral, including notice to SCE that the Direction Letter is terminated.

7.13 Severability. The provisions of this Agreement are intended to be severable. If for any reason any of the provisions of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions thereof in any jurisdiction.

7.14 Disclosure of Information. City hereby consents to the disclosure by any PPA Provider or Collateral Agent of any information provided by or relating to City as may be required or reasonably necessary for the administration of this Agreement, the Intercreditor Agreement or the Control Agreements, or the enforcement or protection of any of the rights of the Collateral Agent or the PPA Providers hereunder.

[Signatures on following page]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal by their authorized representative as of the date first written above.

CITY OF HANFORD,
as Pledgor

By:
Name: Darrel Pyle
Title: City Manager

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Notice Address:
City of Hanford
Attention: Contract Administration
315-321 North Douty Street
Hanford, CA 93230
Fax: (559) 582-1152

RIVER CITY BANK

not in its individual capacity, but
solely as Collateral Agent

By:
Name:
Title:

River City Bank
2485 Natomas Park Dr.
Sacramento, CA 95833
Attention: Cash Management
Fax: 916-567-2799

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Exhibit A

Form of Distribution Date Certificate

The undersigned, [INSERT NAME], the [INSERT NAME OF OFFICE HELD] of Hanford (“**City**”), hereby certifies, on behalf of City in such capacity and not in its individual capacity, with reference to that certain Security Agreement dated as of _____, 2019 (capitalized terms used herein shall have the same meaning as set forth in the Security Agreement) between City and _____, as collateral agent (“**Collateral Agent**”), to Collateral Agent as follows:

This certificate is being delivered to Collateral Agent on or before the date that is three (3) Business Days before the Distribution Date of [_____, 20__].

No Event of Default exists as of the date of this certificate and City does not anticipate that an Event of Default will exist as of the Distribution Date set forth in paragraph 1 above.

The funds that are on deposit in the Lockbox Account shall be disbursed on the Distribution Date as follows:

1. [To [INSERT NAME OF APPLICABLE PPA PROVIDER], for payment of its Regular Charges, an aggregate amount equal to [_____] Dollars (\$_____)];
[Include this paragraph for each PPA Provider]
2. [To [INSERT NAME OF APPLICABLE PPA PROVIDER], for payment of any Supplemental Payment owing in an aggregate amount equal to [_____] Dollars (\$_____)]; [Include this paragraph for each PPA Provider]
3. To CCEA in payment of any amounts owing to CCEA under that certain Administrative Services Agreement between CCEA and City;
4. To Collateral Agent, in respect of Collateral Agent’s reasonable out-of-pocket fees and expenses incurred under the Security Agreement or the Intercreditor Agreement that have been invoiced to City, an aggregate amount equal to [_____] Dollars (\$_____); and
5. The remaining funds, if any, that are on deposit, after retention of the Reserve Amount are to be disbursed to City into the account designated by City.

[Signatures on following page]

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I hereby certify, on behalf of _____ and not in my individual capacity, that this Distribution Date Certificate is true and complete in all material respects.

By: _____

Name: _____

Title: _____

Date: _____

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Exhibit B

Form of Direction Letter

City of Hanford, a California municipal corporation and general law city,
d/b/a [Name of CCA Program],
315-321 North Douty Street, Hanford, CA 93230

DIRECTION LETTER**VIA EMAIL AND U.S. MAIL**

Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, CA 91770
Email: ccasvcs@sce.com

_____, 2019

RE: [Name of CCA Program] Direction Letter

Attached please find the Accounts Payable Electronic Funds Transfer Enrollment Form, dated as of _____, 2019 (the “**Payment Instruction**”), executed by the City of Hanford (“City”) as respecting its [Name of CCA Program] program and instructing SCE to initiate credit entries to account number _____, which account is held at River City Bank, a California corporation.

By the Payment Instruction and this Direction Letter, we are hereby providing SCE with written notice that we wish SCE to initiate credit entries to the above-referenced account. The payment instructions set forth in this letter may only be amended upon the joint instruction of the City and River City Bank, not in its individual capacity, but solely as collateral agent.

If you have any questions regarding the Payment Instruction or this Direction Letter, please contact me, _____, at (____) ____-____.

Very truly yours,

CITY OF HANFORD

By: _____

Name: Darrel Pyle

Title: City Manager

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cc: Stephen Hall, Hall Energy Law PC

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**CONFIDENTIAL DRAFT
FOR DISCUSSION ONLY**

**ADMINISTRATIVE SERVICES AGREEMENT
(CITY OF HANFORD),**

**Dated as of _____, 2019
between**

**CALIFORNIA CHOICE ENERGY AUTHORITY,
as Provider,**

and

**CITY OF HANFORD,
as Customer**

Attachment: Hanford-ASA Draft 2019 0412 (Admin: CCEA Resolution)

**CONFIDENTIAL DRAFT
FOR DISCUSSION ONLY**

**ADMINISTRATIVE SERVICES AGREEMENT
(CITY OF HANFORD)**

This ADMINISTRATIVE SERVICES AGREEMENT (CITY OF HANFORD) (this “**Agreement**”), dated as of _____, 2019 (the “**Effective Date**”), is between California Choice Energy Authority, a California joint powers authority (“**Provider**”), and City of Hanford, a municipal corporation and general law city organized and operating under the laws of the State of California (“**Customer**”). Provider and Customer are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

R E C I T A L S

WHEREAS, pursuant to California Public Utilities Code (the “**Code**”) Sections 366.1, *et. seq.*, Customer has been registered as a “community choice aggregator” (“**CCA**”) (as defined in the Code), which has been established for the purpose of delivering community choice aggregation services to certain customers located within its boundaries;

WHEREAS, pursuant to Code Section 366.2, Customer submitted its implementation plan detailing the process and consequences of community choice aggregation, and its statement of intent to establish electrical load aggregation, to the California Public Utilities Commission (the “**CPUC**”);

WHEREAS, pursuant to Code Section 366.2, a community choice aggregator may enter into agreements for services to facilitate the sale and purchase of electricity and other related services;

WHEREAS, Provider has also been registered as a CCA and has expertise and knowledge in the management and administration of community choice aggregation programs and maintains business relationships with multiple energy suppliers;

WHEREAS, due to Provider’s expertise and knowledge, Customer wishes to engage Provider as an independent contractor, during the Term of this Agreement, for the purpose of facilitating the purchase and sale of electricity and other related services on behalf of Customer and for performing certain other duties and services on the terms and conditions set forth herein;

WHEREAS, Provider is willing to perform such duties and services for Customer on the terms and conditions set forth herein for a fee;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Definitions.

As used in this Agreement, all capitalized terms shall have the respective meanings given to them in this Agreement and in Exhibit A (Schedule of Definitions).

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1.2 Construction.

All references herein to an agreement shall be to this Agreement as amended, supplemented or modified from time to time. All references to a particular entity shall include a reference to such entity's successors and permitted assigns. The words "herein," "hereof" and "hereunder" and other words of similar import shall refer to this Agreement as a whole, including all appendices, annexes, exhibits and schedules, and not to any particular section or subsection of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter genders. The words "includes" or "including" shall be deemed to be followed by the words "without limitation." All references to statutes and related regulations shall include any amendments of the same and any successor statutes and regulations. All exhibits and schedules to this Agreement are hereby incorporated herein by reference, including the following:

- (i) Exhibit A – Schedule of Definitions
- (ii) Exhibit B – Scope of Work
- (iii) Exhibit C – Fixed Fee Rate, Reimbursable Expenses and Notice Address
- (iv) Exhibit D – Authorization Documents
- (v) Exhibit E – Customer Approval Procedures
- (vi) Exhibit F – Form of Authorized Officer Approval
- (vii) Exhibit G – Joint Exercise of Powers Agreement and Amendments Thereto

**ARTICLE 2
ENGAGEMENT OF PROVIDER**

2.1 Engagement of Provider.

Customer hereby engages Provider as an independent contractor to perform certain administration, energy procurement, contract negotiation, contract administration, and resource planning services (as such Services are described herein) on behalf of Customer in connection with Customer's CCA program, and to perform certain other duties, all as set forth in this Agreement. In consideration of the fees and cost reimbursements payable to Provider hereunder, Provider accepts such engagement and agrees to perform the Services in accordance with the terms and conditions hereof.

2.2 Relationship.

(a) Provider shall act as an independent contractor of Customer with respect to the performance of its obligations hereunder. Neither Provider nor its Affiliates, employees or Subcontractors (including Provider's legal counsel) or the employees of any such parties engaged in connection with the Services shall be deemed to be an agent, representative, employee, or servant of Customer. This Agreement is not intended to create, and shall not be construed to create, a relationship

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of partnership or an association of profit between Customer and Provider. Provider is not admitted to practice law in any jurisdiction, and will not provide legal advice to Customer in connection with the performance of the Services. Provider is not licensed as a provider of accounting services, does not hold any certifications required to be held by those providing accounting services, and will not provide any services that require such licensing and certification. Provider is not licensed as a financial advisor, financial manager, insurance advisor, or insurance broker.

(b) In the unanticipated event that Provider or any employee, agent, or subcontractor of Provider providing Services hereunder claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (“PERS”), to be eligible for enrollment in PERS as an employee of the Customer, Provider shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Provider or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer.

(c) Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Provider and any of its employees, agents, and subcontractors providing Services hereunder shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by Customer, including but not limited to eligibility to enroll in PERS as an employee of Customer and entitlement to any contribution to be paid by Customer for employer contribution and/or employee contributions for PERS benefits.

2.3 Engagement of Third Parties.

Provider may, subject to the other provisions of this Agreement, engage such Persons as it deems reasonably necessary and appropriate for the purpose of performing or carrying out any of the Services or its obligations under this Agreement; provided, however, that no such engagement shall relieve Provider of any of its obligations or liabilities under this Agreement, including those set forth in Article 7; and provided further, that, except as provided herein, Provider’s use of such Persons shall not modify or increase the compensation payable to Provider pursuant to Article 5. Except as expressly set forth herein, nothing in this Agreement shall be construed to create any contractual relationship between any such Person (including Provider’s legal counsel) and Customer.

ARTICLE 3 TERM AND RENEWAL

3.1 Term.

(a) Unless earlier terminated in accordance with Article 8, the term of this Agreement shall commence on the Effective Date and shall continue for a period equal to the longer of (i) three (3) years from the Effective Date (as defined under the Original Agreement), or (ii) the longest term of any Energy Contract that Provider has entered into on behalf of Customer (the “**Base Term**”), and the performance of all obligations under such Energy Contract, (as such period may be extended pursuant to Section 3.1(b), the “**Term**”).

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(b) Unless sooner terminated as set forth in Article 8, at the expiration of the Base Term, the term of this Agreement shall be automatically extended until such time as a Party provides written notice to the other Party that it elects to terminate this Agreement pursuant to Article 8 (such written notice, a “**Termination Notice**”). Following receipt by such other Party of a Termination Notice, this Agreement shall terminate as set forth in Section 8.4.

(c) For purposes of greater clarity, the definition of “Term” shall include the Base Term and the renewal term of this Agreement as set forth in Section 3.1(b).

**ARTICLE 4
DUTIES OF PROVIDER**

4.1 Services.

During the Term, Provider shall perform the administration, energy procurement, contract negotiation, contract administration, resource planning services and other services identified in the Scope of Work set forth in Exhibit B hereto or as otherwise agreed to by the Parties pursuant to the terms hereof (the “**Services**”). The Services shall be comprised of those services identified in the Scope of Work Exhibit as “Fixed Fee Services” (collectively, the “**Fixed Fee Services**”) and those services to be performed on behalf of Customer and identified in the Scope of Work Exhibit as “Reimbursable Services” (collectively, the “**Reimbursable Services**”).

4.2 General Operating Standards.

Provider shall perform the Services in a good, workmanlike, and commercially reasonable manner in accordance with the requirements of this Agreement and Applicable Laws. Provider shall use commercially reasonable efforts to cause the Services to be planned and performed in a timely and cost-effective manner. Provider shall fully cooperate with Customer with respect to the requirements relating to applicable provisions of the Authorization Documents that relate to the tasks to be completed by Customer on or before the date requested by Customer.

4.3 Personnel.

Provider’s administration personnel as a group, including any Persons engaged by Provider pursuant to Section 2.3, shall be qualified in administering services related to community choice aggregation programs, possess any certification(s) or license(s) necessary or required by law to perform the service, and experienced in the duties to which they are assigned.

**ARTICLE 5
FEES AND COST REIMBURSEMENT**

5.1 Fixed Fees.

(a) As compensation for performing the Fixed Fee Services, Customer shall pay Provider a monthly fee during the Term (the “**Fixed Fee**”). The “**Fixed Fee Rate**” identified on Exhibit C is the estimated initial amount of the Fixed Fee, which shall be adjusted based upon the actual number of enrollments and then adjusted thereafter pursuant to Section 5.1(b). The Fixed Fee shall reflect Customer’s share of the costs of the Fixed Fee Services, which shall be determined based on the pro-rata share of Customer’s Bundled Load compared to the aggregate Bundled Load for all Provider’s

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members, determined each fiscal year by Provider. The Fixed Fee is payable in accordance with Section 5.3 and does not include amounts payable under Energy Contracts or the Security Documents.

(b) The Fixed Fee shall be adjusted automatically as follows:

(i) No later than July 1, 2021 Provider may, on a one time basis, update the Fixed Fee Services amount to reflect actual costs incurred or expected to be incurred in providing the Fixed Fee Services, subject to providing prior written notice and supporting written documentation to Customer and a cap of five percent (5%) on any increase to Customer's then current Fixed Fee;

(ii) Commencing on July 1, 2022, and every July 1 thereafter during the Term of this Agreement, Provider may increase the Fixed Fee to reflect reasonable cost increases incurred by Provider in providing the Fixed Fee Services up to, but not in excess of, three percent (3%) of the Fixed Fee amount applicable to the immediately preceding fiscal year, subject to providing prior written notice and supporting written documentation to Customer; and

(iii) Within ninety (90) days after a change in membership of Provider, Provider shall recalculate the Fixed Fee based on the then current amount of Fixed Fee Services and the recalculated Fixed Fee shall be applied and payable on a prospective basis.

Any requests to increase the Fixed Fee above the three percent (3%) amount allowed in 5.1(b)(ii) will be subject to the prior written approval of Customer, which the Customer may refuse to grant in its reasonable discretion. If Customer does not approve such a request, however, Provider reserves the right to review and adjust the scope of Services in a reasonable manner to compensate for any unapproved Fixed Fee increases.

5.2 Reimbursable Expenses. During the Term, Customer shall reimburse Provider for the expenses actually incurred by Provider in connection with the performance of the Reimbursable Services described in Paragraph B in the Scope of Work (the "**Reimbursable Expenses**").

(a) The Reimbursable Expenses shall be allocated to Customer as follows:

(i) Data management fees will be allocated to Customer on the basis of the Customer's total number of electric service accounts multiplied by the per account maintenance fee invoiced by the Data Management service provider.

(ii) Fees and costs for Professional Services and Legal Services incurred in performance of the Reimbursable Services for the benefit of Provider's members generally will be allocated among all Provider members (including Customer) on an equal basis.

(iii) Fees and costs for Professional Services, Legal Services, and Supplemental Procurement Services incurred solely on behalf of Customer will be directly assigned to and payable by Customer.

(b) The Reimbursable Expenses incurred by Provider shall be invoiced and payable as set forth in Section 5.3.

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5.3 Invoicing and Payment Procedures.

(a) Except as required by Section 5.3(c) below, the Fixed Fee and the Reimbursable Expenses shall be payable for each month not later than thirty (30) days following receipt of a Payment Invoice (each such date, a “**Payment Date**”) and shall be prorated for any partial monthly period at the beginning and end of the Term, with such prorations based on a thirty (30) day calendar month. Invoiced amounts will be paid by wire transfer of immediately available funds to Provider at an account designated in writing by Provider. Notwithstanding the foregoing, the Parties may agree to a different payment due date for the Supplemental Procurement Services portion of the Reimbursable Expenses.

(b) Provider shall submit invoices to Customer at least ten (10) Business Days prior to the relevant Payment Date for the Fixed Fee and Reimbursable Expenses that are due and payable on such Payment Date. Invoices (“**Payment Invoice**”) by Provider shall be sent to Customer at the address(es) set out in Exhibit C.

(c) Once Customer has maintained a positive cash flow for three (3) consecutive months, Provider may submit invoices to Customer and to the collateral agent for payment from the lockbox account established pursuant to the Security Documents not less than ten (10) Business Days prior to the relevant Payment Date for the Fixed Fee and Reimbursable Expenses that are due and payable on such Payment Date. The terms and conditions for payment of any Payment Invoice to be paid from the lockbox account shall be governed by the Security Documents.

(d) Either Party may, in good faith, dispute the correctness of any invoice, bill, charge, or any adjustment to an invoice, rendered under this Agreement, or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, bill, charge, or adjustment to an invoice, was rendered. If a Payment Invoice or portion thereof, or any other claim or adjustment arising thereunder, is disputed, payment of the undisputed portion of the Payment Invoice shall be required to be made when due, with written notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount (the “**Disputed Payment**”) shall not be required until the dispute is resolved. The Parties shall use commercially reasonable efforts to resolve the Disputed Payment within ten (10) Business Days of receipt of the notice of the Disputed Payment. Once the Parties agree on a resolved payment amount (the “**Resolved Payment Amount**”), Provider shall cause the next monthly Payment Invoice to reflect a credit or charge, as appropriate, based on the resolution of the payment dispute, in the amount of the Resolved Payment Amount. In the event the Parties are unable to resolve a payment dispute within ten (10) Business Days, the lesser amount shall be deemed due payable unless and until a different amount is identified following conclusion of the dispute resolution provisions in Article 12, or a court of competent jurisdiction orders otherwise.

5.4 Records and Audits.

(a) Except as otherwise required by Applicable Laws, Provider shall keep books and records in accordance with generally accepted accounting principles with respect to Services performed for a period of three (3) years after the applicable creation date of such book or record; or any such longer period as may be required by law.

(b) Upon no less than seventy-two (72) hours’ notice to Provider, Provider shall make such books and records related to the Services available for inspection and audit by Customer or its designated agents at Customer’s expense during Regular Work Hours and at the office where such

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books and records are kept; provided that Provider's company software, books and records not directly related to this Agreement shall not be subject to inspection or audit.

(c) If any such inspection or audit discloses that any error has occurred and that, as a result thereof, any overpayment or any underpayment has occurred, the amount thereof shall promptly be paid with interest at the rate set forth in Section 5.5 to the Party to whom it is owed by the other Party; provided that Provider or Customer, as applicable, shall only be liable for any amounts hereunder that relate to a period within twelve (12) months of the date of the inspection or audit conducted by Customer.

5.5 Past Due Amounts.

Any amounts due under this Agreement, if not timely paid by the Party from whom they are due, shall bear interest at the per annum rate equal to the Prime Rate (as published in The Wall Street Journal) plus one and one-half percent (1.5%), prorated on the basis of a 365-day year (or such lower rate as is the maximum rate permitted by Applicable Law) from the date that such amount was due and payable (taking into account any grace period herein provided) until the time that such amount is paid.

**ARTICLE 6
REPRESENTATIONS AND WARRANTIES; COVENANTS**

6.1 General Representations and Warranties.

Each Party, for itself only, hereby represents and warrants to the other Party hereto, as of the date hereof, that:

(a) It is an entity duly organized, validly existing and in good standing under the applicable laws of the jurisdiction in which it was formed.

(b) It has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder (including with respect to any indemnity obligations hereunder), and the execution, delivery and performance hereof do not and will not contravene any Applicable Law, or any order of any court or Governmental Authority or agency applicable to or binding on it or any of its properties, or contravene the provisions of, or constitute a default under, its organizational documents or any indenture, mortgage, contract or other agreement or instrument to which it is a party or by which it or any of its property is bound or affected.

(c) This Agreement has been duly authorized by all necessary actions on the part of such Party and the execution, delivery and performance by such Party of this Agreement do not require any approval not already obtained by it or any approval or consent not already obtained of any trustee or holders of indebtedness or obligations of such Party.

(d) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for the due execution, delivery or performance by such Party of this Agreement.

(e) The execution, delivery and performance of this Agreement have been duly authorized by all requisite entity actions.

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(f) The person signing this Agreement is authorized to execute this Agreement on behalf of, and to bind, the applicable Party.

(g) Assuming the due authorization, execution and delivery of this Agreement by the other Parties hereto, this Agreement constitutes its valid and binding obligation, enforceable against it in accordance with its terms, except to the extent such enforceability is limited by bankruptcy, insolvency, moratorium or similar laws affecting or relating to the enforcement of creditors' rights generally and by general equitable principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(h) There are no pending or, to such Party's knowledge, threatened actions or proceedings against such Party before any court or administrative agency which would materially adversely affect such Party's ability to perform its obligations hereunder.

6.2 Additional Customer Representations and Warranties.

(a) Delegation of Authority and Authorization Documents. Customer has taken and performed all acts necessary, and has received all necessary authorizations, approvals or other actions required by, and has made all necessary filings with, any Governmental Authority that is required for the (i) delegation of authority to Provider as contemplated hereby (ii) filing with Provider an executed counterpart of the JPA and (iii) adoption of a resolution of its governing body approving the JPA and the execution and delivery thereof. The Authorization Documents represent a true, complete and accurate list of all such necessary authorizations, approvals, actions and filings and Customer has provided true, complete and accurate copies of the Authorization Documents to Provider as of the Effective Date. Other than the Authorization Documents, there are no other authorizations, approvals, filings or other actions required for Customer to enter into this Agreement, perform its obligations hereunder and delegate authority to Provider to perform the Services.

(b) Security Documents and Ancillary Documents. Subject to Provider's compliance with the Customer Approval Procedures and, in connection with any Energy Contract entered into on behalf of Customer, Provider is authorized to (i) enter into Energy Contracts on behalf of Customer, (ii) grant to the counterparties to any such Energy Contracts a first priority security interest in any amounts received from the Utility, Customer or the end-users in Customer's territory pursuant to such Energy Contracts (as contemplated in the Security Documents), (iii) arrange for any funds received from the Utility, Customer or such end-users in connection with such Energy Contracts to be deposited into a lockbox account pledged to the counterparties to any such Energy Contract and be paid to any such counterparties in accordance with the terms and conditions of such Energy Contracts and the Security Documents, and (iv) enter into any needed ancillary documentation required in connection with the execution, performance or administration of the Energy Contracts, the Security Documents or in connection with the provision of the Services.

(c) Authorized Officer. Customer has designated the Authorized Officer to approve Provider's execution of Energy Contracts as set forth in and subject to the Customer Approval Procedures, on behalf of Customer, for the purchase of energy and renewable energy and Customer has authorized the Authorized Officer to provide any such approval in the form attached hereto as Exhibit F. Upon receipt of the Authorized Officer's approval of any Energy Contract or other action, Provider is authorized to enter into such Energy Contract or perform such action on behalf of Customer.

6.3 Customer Covenants. Customer covenants and agrees as follows:

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(a) Authorizing Documents. Customer shall maintain the Authorization Documents in full force and effect throughout the Term and shall immediately inform Provider of any change to the identity of the Authorized Officer hereunder or to the Authorization Documents that may affect the ability of Provider to perform its obligations hereunder.

(b) Collateral Agent's Determinations. In performing the Services hereunder, Provider may rely upon the authorizations and instructions received from the Authorized Officer (if such authorization is required pursuant to the Customer Authorization Procedures) and may rely on the accuracy of the Customer Approval Procedures. Provider shall have no liability to Customer for actions taken in reliance on authorizations or instructions received by the Authorized Officer or in compliance with the Customer Approval Procedures. Until such time as Customer instructs Provider in writing that an individual is no longer an "Authorized Officer" hereunder, Provider shall have no duty to inquire as to the authority of such Authorized Officer to provide the authorizations or instructions in connection with the Services. In the event that Provider is at any time unsure as to the identity of the Authorized Officer hereunder, Provider may request written instructions from Customer as to the course of action to be adopted by Provider and Provider shall be entitled to conclusively rely upon such written instructions without liability to Customer or any other Person.

(c) Data Access. If requested by Provider, Customer shall assist Provider in obtaining information regarding Customer's end-users from the Utility, including the number of end-user customers that form part of Customer's community choice aggregation program, the energy consumption, load shapes and usage data of such end-users and the proportional share of such end-users in Customer's territory.

(d) Customer Rates. Customer shall establish and maintain end-user customer rates designed to generate revenues sufficient to satisfy the overall revenue requirement for Customer, including timely payment of all Customer's obligations under this Agreement, all Energy Contracts and the Security Documents.

6.4 Response Time.

(a) Customer Response Time.

(i) In all circumstances where Provider requests the approval, consent or cooperation of Customer to any action (or inaction) hereunder, Customer shall consider and respond to such request with reasonable promptness as is feasible under the circumstances.

(ii) Provider will exercise commercially reasonable efforts to provide as much advance notice of such request as is reasonable given the prevailing circumstances and the nature of the matters for which a response is requested.

(iii) If Provider is prevented from performing its obligations under this Agreement as the result of an unreasonable delay on the part of Customer to provide a required response required pursuant hereto, then Provider's obligations hereunder shall be excused until such time as Customer provides its required response.

(b) Provider Response Time.

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(i) With respect to the provision of the Services, Provider shall promptly respond to any request or direction from or on behalf of Customer and to any event that requires action by Provider pursuant to this Agreement within the time frame by which such response is required hereunder.

**ARTICLE 7
INDEMNIFICATION**

7.1 Indemnification by Provider.

(a) Subject to Section 7.1(b), Provider shall defend, indemnify and hold harmless each Customer Indemnified Party from and against any and all Claims incurred or asserted against such Customer Indemnified Party arising out of or otherwise in connection with Provider's gross negligence, bad faith, recklessness or willful misconduct in connection with the performance of the Services hereunder, including any Claims relating to any liability resulting from any violation of or noncompliance with any Applicable Law to be complied with by Provider hereunder. Provider's obligations under this paragraph shall include all costs (including but not limited to attorneys fees) incurred in performing the same. Customer may employ counsel at its own expense with respect to any claims or demands asserted or sought to be collected against it; provided, if counsel is employed because Provider does not assume control of the defense, Provider will bear the reasonable expenses of Customer's counsel.

(b) Notwithstanding anything to the contrary in the foregoing, Provider shall not be required to defend, indemnify or hold harmless any Customer Indemnified Party from and against, and no Customer Indemnified Party shall be exculpated from, any Claims to the extent such Claims (i) are caused by or arise from the breach of this Agreement by Customer or the gross negligence, bad faith, recklessness or willful misconduct of such Customer Indemnified Party; (ii) relate to changes to the market rate for electricity, including the fact that, from time to time, negotiated rates under Energy Contracts entered into by Provider on behalf of Customer may be higher than rates charged by the Utility, (iii) relate to defaults under the Energy Contracts that are not caused by Provider's gross negligence, bad faith, recklessness or willful misconduct, or (iv) are the result of a change in governmental regulation or a change in Applicable Law.

7.2 Indemnification by Customer.

(a) Subject to Section 7.2(b), Customer shall defend, indemnify and hold harmless each Provider Indemnified Party from and against any and all Claims incurred or asserted against such Provider Indemnified Party arising out of or otherwise in connection with this Agreement and/or Provider's entry into any Energy Contract on behalf of Customer or the end-users in Customer's territory, including any Claims resulting from (i) the failure of Customer (or the end-users in its territory) to make payments with respect to an Energy Contract, or (ii) a default by Provider under any Energy Contract entered into pursuant hereto that is the result of an act or omission of Customer. Customer's obligations under this paragraph shall include all costs (including but not limited to attorneys fees) incurred in performing the same. Provider may employ counsel at its own expense with respect to any claims or demands asserted or sought to be collected against it; provided, if counsel is employed because Customer does not assume control of the defense, Customer will bear the reasonable expenses of Provider's counsel.

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(b) Notwithstanding anything to the contrary in the foregoing, Customer shall not be required to defend, indemnify or hold harmless any Provider Indemnified Party from and against, and no Provider Indemnified Party shall be exculpated from, any Claims to the extent caused by or arising from the breach of this Agreement by Provider or the gross negligence, bad faith, recklessness or willful misconduct of such Provider Indemnified Party.

7.3 Indemnification Procedure.

(a) After receipt by an Indemnified Party of notice of the commencement of any Claim that is indemnifiable by Provider under Section 7.1 or Customer under Section 7.2 (as applicable, in such capacity, the “Indemnifying Party”), such Indemnified Party shall give prompt written notice to the relevant Indemnifying Party of the commencement thereof. The failure to promptly notify such Indemnifying Party shall not relieve the Indemnifying Party of any liability that it may have to any Indemnified Party with respect to such action; provided that, to the extent that any such failure to provide prompt notice is responsible for an increase in the indemnity obligations of the Indemnifying Party, the Indemnifying Party shall not be responsible for any such increase.

(b) When required to indemnify an Indemnified Party in accordance with this Article 7, the relevant Indemnifying Party shall assume on behalf of such Indemnified Party and conduct with due diligence and in good faith the defense of any Claim against such Indemnified Party, whether or not the Indemnifying Party shall be joined therein, and the Indemnified Party shall cooperate with the Indemnifying Party in such defense.

(c) The Indemnifying Party shall have charge and direction of the defense and settlement of such Claim; provided, however, that without relieving the Indemnifying Party of its obligations hereunder or impairing the Indemnifying Party’s right to control the defense or settlement thereof, the Indemnified Party may elect to participate through separate counsel in the defense of any such Claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the employment of counsel by such Indemnified Party has been authorized in writing by the Indemnifying Party, (ii) the Indemnified Party shall have reasonably concluded that there exists a material conflict of interest between the Indemnifying Party and such Indemnified Party in the conduct of the defense of such Claim (in which case the Indemnifying Party shall not have the right to control the defense or settlement of such Claim on behalf of such Indemnified Party) or (iii) the Indemnifying Party shall not have employed counsel to assume the defense of such Claim within a reasonable time after notice of the commencement thereof. In each of such cases the reasonable fees and expenses of counsel shall be at the expense of the Indemnifying Party.

(d) The Indemnifying Party shall obtain the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed) before entering into a settlement of or ceasing to defend such claim or action if, pursuant to or as a result of such settlement or cessation, injunctive or equitable relief or other non-monetary relief, remedy or arrangement will be imposed against the Indemnified Party or if the Indemnifying Party will not fully pay or satisfy all amounts payable with respect to such proceeding or settlement. In no event shall the Indemnifying Party be required to indemnify an Indemnified Party with respect to amounts paid in settlement of a claim unless such claim was settled with the consent of the Indemnifying Party.

7.4 Limitations of Liability.

Attachment: Hanford-ASA Draft 2019 0412 (Admin: CCEA Resolution)

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(a) Total Limitation of Liability. Except for amounts payable as provided in Section 7.1 (Indemnification by Provider) and Section 2.2(b), and except for amounts payable as a result of any reckless, willful or criminal conduct by Provider or its Affiliates or any of their employees, agents, officials, Subcontractors or independent contractors, Provider's total liability under this Agreement to Customer Indemnified Parties on all Claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement or from the performance or breach thereof, or from any services covered by or furnished during the Term of this Agreement shall with respect to any fiscal year in no case exceed one hundred percent (100%) of the value of the Fixed Fee payable in such fiscal year. Similarly, except for amounts payable as provided in Section 7.2 (Indemnification by Customer), Customer's total liability under this Agreement to Provider Indemnified Parties on all Claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement or from the performance or breach thereof, or from any services covered by or furnished during the Term of this Agreement shall with respect to any fiscal year in no case exceed one hundred percent (100%) of the value of the Fixed Fee payable in such fiscal year.

(b) No Liability for Energy Contracts. Customer acknowledges that Provider will be entering into Energy Contracts on behalf of Customer and the end-users in Customer's territory. Customer acknowledges and agrees that neither Provider nor any member of Provider shall be liable for the amount of any shortfall between the payments due to the counterparty under such Energy Contracts and the amount received from such end-users unless such shortfall is the result of the gross negligence, willful misconduct, conversion, misappropriation or theft on the part of Provider.

(c) Waiver of Consequential Damages. Except in connection with indemnification for third-party Claims or Claims resulting from gross negligence or willful misconduct, in no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall a Party or its respective Affiliates be liable for special, incidental, exemplary, indirect or consequential damages.

7.5 Survival.

Notwithstanding any other provision of this Agreement, the provisions of this Article 7 are intended to and shall survive termination of this Agreement.

**ARTICLE 8
TERMINATION**

8.1 Termination by Customer.

(a) Termination for Cause.

(i) Without limiting any other rights or remedies it may have, Customer shall be entitled to terminate this Agreement for cause by delivery of a Termination Notice to Provider in connection with the occurrence of any of the following events:

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(1) Provider fails to make any payment required to be made by Provider to Customer hereunder when such payment is due and owing under this Agreement, and such failure shall continue for ten (10) calendar days after written notice thereof has been given to Provider.

(2) Provider has filed against it petitions under any insolvency or bankruptcy Law of any jurisdiction which are not dismissed within ninety (90) calendar days of the date filed, proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy under any provision of Applicable Law or consents to the filing of any bankruptcy or reorganization petition against it under any similar law, or if receivers, trustees, custodians or similar agents are appointed or take possession with respect to any property or business of Provider.

(3) Provider fails to comply (other than for Force Majeure reasons) in any material respect with any term, provision or covenant of this Agreement, other than the payment of sums to be paid hereunder, and such failure shall continue for thirty (30) calendar days after written notice thereof has been given to Provider; provided, however, that if such failure cannot reasonably be cured within said thirty (30) day period and Provider has diligently commenced the cure of such failure within said period, then Provider shall have a commercially reasonable additional period of time to cure such default not to exceed an additional one hundred eighty (180) days.

(4) Provider assigns this Agreement in violation of the provisions of Section 13.6.

(ii) Notwithstanding the foregoing, Customer shall not have the right to terminate this Agreement pursuant to this Section 8.1(a) if the occurrence of any of the events or conditions described in this Section 8.1(a) is the result of Customer's bad faith, willful misconduct or gross negligence.

(b) Termination for Convenience. Notwithstanding anything to the contrary in this Agreement, Customer shall be entitled to terminate this Agreement or any part of the Services for convenience, at Customer's sole discretion with or without cause, by delivery of a Termination Notice to Provider at any time after the expiration of the Base Term.

(c) Timing of Termination. If Customer delivers a Termination Notice to Provider pursuant to Section 8.1(a) or 8.1(b), this Agreement shall terminate as set forth in Section 8.4.

8.2 Termination by Provider.

(a) Termination for Cause.

(i) Without limiting any other rights or remedies it may have, Provider shall be entitled to terminate this Agreement for cause by delivery of a Termination Notice to Customer in connection with the occurrence of any of the following events:

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(1) Customer has failed to make any undisputed payment required to be made to Provider under this Agreement and such failure is not remedied within ten (10) calendar days after the date on which Customer has received notice of such failure to make such payment.

(2) Customer has filed against it petitions under any insolvency or bankruptcy law of any jurisdiction which are not dismissed within ninety (90) calendar days of the date filed, proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy under any provision of Applicable Law or consents to the filing of any bankruptcy or reorganization petition against it under any similar law, or if receivers, trustees, custodians or similar agents are appointed or take possession with respect to any property or business of Customer.

(3) Customer fails to establish or maintain end-user customer rates in compliance with Section 6.3(d), as reasonably determined by Provider, and fails to establish such rates within sixty (60) calendar days after written notice thereof has been given to Customer; provided, however, that if Customer has sent notice of a rate increase and is awaiting council action, then Customer shall have a commercially reasonable additional period of time to cure such default not to exceed an additional one hundred eighty (180) calendar days.

(4) Customer assigns this Agreement in violation of the provisions of Section 13.6.

(5) Customer fails to comply (other than for Force Majeure reasons) in any other material respect with any term, provision or covenant of this Agreement, other than the payment of sums to be paid hereunder, or as otherwise provided above, and such failure continues for sixty (60) calendar days after written notice thereof has been given to Customer; provided, however, that if such failure cannot reasonably be cured within said sixty (60) day period and Customer has diligently commenced the cure of such failure within said period, then Customer shall have a commercially reasonable additional period of time to cure such default not to exceed an additional ninety (90) calendar days.

(ii) Provider shall not have the right to terminate this Agreement pursuant to this Section 8.2(a) if the occurrence of any of the events or conditions described in this Section 8.2(a) is the result of Provider's bad faith, willful misconduct or gross negligence.

(b) Termination for Convenience. Notwithstanding anything to the contrary in this Agreement, Provider shall be entitled to terminate this Agreement or any part of the Services for convenience, at Provider's sole discretion with or without cause, by delivery of a Termination Notice to Customer at any time after the expiration of the Base Term; provided that no Termination Notice shall be effective for at least thirty (30) calendar days following Customer's receipt of the same, or any such longer period as may be indicated in the Termination Notice.

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(c) Timing of Termination. If Provider delivers a Termination Notice to Customer pursuant to Section 8.2(a) or 8.2(b), this Agreement shall terminate as set forth in Section 8.4.

8.3 Cooperation Upon Termination.

In connection with any termination of this Agreement in accordance herewith, at the reasonable request of Customer, Provider shall cooperate with Customer to provide for the orderly transition of the performance of the Services to a replacement administrator, including the transfer of documentation and data access, in a manner that shall not prejudice Customer or hamper Customer's ability to receive the Services and the benefits thereof from a replacement administrator after a smooth and timely transition.

8.4 Effect of Termination; No Prejudice.

(a) Effect of Termination. Subject to Section 8.4(b) below, if Customer or Provider delivers a Termination Notice in accordance with, and as permitted by, this Agreement, then this Agreement shall terminate on the later to occur of (i) ninety (90) calendar days from the date of such Termination Notice and (ii) the date on which all of the Energy Contracts to which Provider is a party on behalf of Customer on the date of such Termination Notice have terminated in accordance with their respective terms.

(b) No Prejudice. Termination of this Agreement shall not affect any rights or obligations as between the Parties that may have accrued prior to such termination or that expressly or by implication are intended to survive termination whether resulting from the event giving rise to termination or otherwise. In addition, except as expressly provided for herein, termination of this Agreement for any reason shall be without prejudice to Provider's right to receive a proportional amount of the Fixed Fees or payment of any outstanding Reimbursable Expenses as of the date of termination. Except as otherwise set forth in this Agreement, remedies are cumulative and the exercise of, or failure to exercise, one or more remedies by a Party shall not limit or preclude the exercise of, or constitute a waiver of, other remedies provided for under this Agreement by such Party. For breach of any provision of this Agreement for which an express remedy or measure of damages is herein provided, (i) such express remedy or measure of damages shall be the sole and exclusive remedy hereunder, (ii) the liability of the Party that has committed such breach shall be limited as set forth in such provision and (iii) the Parties hereby waive all other remedies or damages at law or in equity with respect to such breach. If no remedy or measure of damages is expressly provided herein with respect to a breach of any provision of this Agreement, the liability of the Party that has committed such breach shall be limited to direct actual damages only; provided that this limitation shall not apply to (A) Provider's obligation with respect to indemnifying and holding harmless each Customer Indemnified Party to the extent of any amount owed to a third party other than a Customer Indemnified Party, if any, or (B) Customer's obligation with respect to indemnifying and holding harmless each Provider Indemnified Party to the extent of any amount owed to a third party other than an Provider Indemnified Party.

**ARTICLE 9
FORCE MAJEURE**

9.1 Force Majeure.

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(a) Notwithstanding any other provision of this Agreement, each Party's obligations under this Agreement shall be suspended by any Force Majeure if and to the extent that such Party is prevented or delayed from performing by reason of the Force Majeure; provided, however, that:

(i) the suspension of performance shall be of no greater scope and of no longer duration than is necessarily caused by the Force Majeure and required by any remedial measures;

(ii) no obligations of any Party that arose before the occurrence of Force Majeure shall be excused as the result of the occurrence; and

(iii) each Party shall use commercially reasonable efforts to remedy its inability to perform; provided, further, that no Force Majeure shall excuse any payment obligations of either Provider or Customer otherwise due hereunder.

(b) If the performance by a Party of its obligations under this Agreement is affected by any Force Majeure, such Party shall as soon as practicable notify the other Parties of the nature and extent thereof.

**ARTICLE 10
NOTICES**

10.1 Notices.

(a) All notices and other communications required or permitted by this Agreement or by Applicable Law to be served upon or given to a Party by any other Party shall be deemed duly served, given and received (i) on the date of service if served personally or if sent by facsimile transmission or electronic mail during Regular Work Hours (each with appropriate confirmation of receipt) to the Party to whom notice is to be given, or (ii) on the fourth (4th) day after mailing, if mailed by first class registered or certified mail, postage prepaid or (iii) on the next day if sent by a nationally recognized courier for next day service and so addressed and if there is evidence of acceptance by receipt addressed to the address(es) set forth in Exhibit C.

(b) The Parties, by like notice in writing, may designate, from time to time, another address or office to which notices shall be given pursuant to this Agreement.

**ARTICLE 11
CONFIDENTIALITY**

11.1 General Confidential Information.

(a) Except as otherwise provided in this Agreement, without the prior written consent of the other Parties hereto, no Party shall disclose Confidential Information (as defined below) received in connection with the performance of the Services.

(b) Each Party that receives any Confidential Information from the disclosing Party shall use the same degree of care that it uses to protect its own confidential information of like

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nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party.

(c) No Party shall have any obligation under this Section 11.1 with respect to any information that:

(i) at the time of disclosure is in the public domain, or thereafter becomes part of the public domain, in each case through a source other than the receiving Party in violation of this Agreement;

(ii) is subsequently learned by receiving Party from a third party that, to the knowledge of the receiving Party, is not under an obligation to keep such information confidential;

(iii) was known to the receiving Party at the time of disclosure to be without confidentiality restrictions, as can be demonstrated by contemporaneous written evidence;

(iv) is generated independently by the receiving Party without reference to the Confidential Information of the disclosing Party, as can be demonstrated by contemporaneous written evidence, or

(v) is required to be disclosed pursuant to Applicable Law, regulation, subpoena, court order or other legal process or professional requirements, or in connection with the enforcement of the receiving Party's rights under this Agreement. Prior to any such disclosure, the disclosing Party shall, to the maximum extent possible, provide reasonable notice to the other Party, with adequate time (to be judged based upon the facts and circumstances surrounding the disclosure) for the non-disclosing party to seek court intervention if it should so elect in its sole and absolute discretion.

(d) For purposes of this Agreement, "Confidential Information" shall mean all end-user customer specific information, including energy consumption, and market sensitive data, including non-public wholesale energy pricing disclosed in connection with negotiation or procurement of energy or related products under Energy Contracts in connection with the Services whether or not such information was owned or developed by the disclosing Party, which the receiving Party may obtain knowledge of, through or as a result of the relationship established hereunder with the disclosing Party.

(e) Provider shall obtain written approval from Customer in connection with any press release or promotional materials that reference the relationship established through this Agreement and such Parties shall agree on the form and content of such press release.

11.2 Limited Disclosure of Confidential Information.

Notwithstanding the provisions of Section 11.1, Provider shall be entitled to the extent necessary for the performance of its duties hereunder to allow access to the Confidential Information to such of its employees and consultants who are directly concerned with the carrying out of Provider's duties under this Agreement, provided that Provider shall inform each of such Persons of the confidential nature of, and Provider's obligation of confidentiality with respect to, such Confidential

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Information and such employees and consultants shall agree to keep the Confidential Information confidential in accordance with the terms of this Agreement.

**ARTICLE 12
DISPUTE RESOLUTION**

12.1 Negotiations.

The Parties shall attempt in good faith to resolve all disputes promptly by negotiation, as set forth below.

(a) A Party may give another Party written notice of any dispute between such Parties that has not been resolved in the normal course of business. Representatives of such Parties at levels one level above the personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) Business Days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

(b) If such representatives are unable to resolve, or do not anticipate being able to resolve, the dispute within twenty (20) calendar days after receiving notice of such dispute, either Party may initiate legal proceedings in a court of competent jurisdiction as provided in Section 13.2.

(c) If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three (3) Business Days' notice of such intention so that the other Party may also be accompanied by an attorney. All negotiations pursuant to this Section 12.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state rules of evidence. Each Party shall bear its own costs for this dispute resolution phase.

12.2 Continued Prosecution of the Work.

In case of any dispute, Provider shall continue to diligently perform its obligations under this Agreement, and, without limiting the generality of the foregoing and subject to Section 5.3(c), Customer shall continue to make payments to Provider for those portions of the Services performed hereunder that are not the subject of dispute in accordance with this Agreement.

**ARTICLE 13
MISCELLANEOUS**

13.1 Execution.

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed and delivered (including by electronic mail), shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13.2 Governing Law; Venue and Jurisdiction.

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THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES.

ANY LITIGATION ARISING HEREUNDER SHALL BE SUBJECT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF CALIFORNIA AND VENUE SHALL BE IN THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA OR THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA LOCATED IN RIVERSIDE COUNTY. ANY OF THE FOREGOING COURTS SHALL HAVE PERSONAL JURISDICTION OVER THE PARTIES HERETO. EACH PARTY WAIVES ANY AND ALL RIGHTS TO CONTEST SAID JURISDICTION AND VENUE AND WAIVES ANY RIGHT TO COMMENCE ANY ACTION AGAINST THE OTHER PARTY IN ANY OTHER JURISDICTION.

13.3 Intentionally Omitted.

13.4 Amendments, Supplements, Etc.

Neither this Agreement nor any of the terms hereof may be amended, supplemented, or modified orally, but only by an instrument in writing signed by Provider and by Customer.

13.5 Headings.

The headings of the Articles and Sections of this Agreement have been inserted for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

13.6 Assignment.

(a) Neither Party may assign, pledge or otherwise transfer this Agreement without the prior written consent of the other Party.

(b) Any attempted assignment, pledge or other transfer in violation of this Section 13.6 shall be null and void.

13.7 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns, to the extent that assignment is permitted hereunder.

13.8 Other Customers.

Nothing in this Agreement shall be construed to prevent or prohibit Provider from providing the same or similar services to any Person not a Party to this Agreement and from entering into a form of agreement substantially similar to this Agreement with any such Persons; provided that the provision of such services does not adversely affect Provider's ability to perform its obligations hereunder.

13.9 Waiver.

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No provision of this Agreement may be waived except in writing by the waiving Party. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or different nature.

13.10 Severability.

If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable or void, that provision shall be modified so as to be enforceable and as nearly as possible reflect the original intention of the Parties, it being agreed and understood by the Parties that (i) this Agreement and all the provisions hereof shall be enforceable in accordance with their respective terms to the fullest extent permitted by Applicable Law, and (ii) the remainder of this Agreement shall remain in full force and effect.

13.11 Construction.

Every term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

13.12 Entire Agreement.

This Agreement, including the exhibits and schedules attached hereto, which are hereby incorporated by this reference as though fully set forth herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties any rights, remedies, obligations or liabilities under or by reason of this Agreement.

13.13 Third-Party Beneficiaries.

This Agreement is made and entered into for the sole benefit of the Parties and each of their permitted successors and assigns and no other person or entity shall be a direct or indirect legal beneficiary of, have any rights under, or have any direct or indirect cause of action or claim in connection with this Agreement.

13.14 Survival.

Section 5.4, Article 7, Article 8, Article 9, and Article 13 shall survive the termination or expiration of this Agreement and any provision which by its terms or by implication is intended to survive the termination or expiration of this Agreement shall so survive.

13.15 No Rules of Construction Against Drafter.

Each Party acknowledges that it and its attorneys have been given an equal opportunity to negotiate the terms and conditions of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party or any similar rule operating against the drafter of an agreement shall not be applicable to the construction or interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Attachment: Hanford-ASA Draft 2019 0412 (Admin: CCEA Resolution)

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IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed this Agreement as of the Effective Date.

CALIFORNIA CHOICE ENERGY AUTHORITY

By: _____

Name: Jason Caudle

Title: Executive Director

CITY OF HANFORD

Darrel Pyle, City Manager

APPROVED AS TO CONTENT:

[Name], [Title]

ATTEST:

Sarah Martinez, City Clerk

APPROVED AS TO FORM:

Ty Mizote, City Attorney

Attachment: Hanford-ASA Draft 2019 0412 (Admin: CCEA Resolution)

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EXHIBIT A

SCHEDULE OF DEFINITIONS

The terms defined in this Schedule of Definitions shall include the plural as well as the singular and the singular as well as the plural. Except as otherwise indicated, all the agreements or instruments herein defined shall mean such agreements or instruments as the same may from time to time be supplemented or amended or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof. When used in the Agreement (as defined below), unless otherwise defined therein, the following terms shall have the respective meanings set forth below:

“Affiliate” of a Person (the “First Person”) shall mean a Person which directly or indirectly Controls, or is Controlled by, or is under common control with, the First Person, and shall also include any limited partnership or limited liability company of which the First Person or Affiliate thereof is the general partner, managing member or manager, as the case may be, and any Subcontractor, agent, representative, employee or authorized personnel of the First Person. “Control” of a Person shall mean the customership, directly or indirectly, of more than fifty percent (50%) of the voting securities of that Person.

“Agreement” means this Administrative Services Agreement between Customer and Provider.

“Applicable Law” shall mean all laws, statutes, orders, decrees, injunctions, licenses, permits, approvals, agreements and regulations of any Governmental Authority having jurisdiction over the matter in question which are applicable to or which affect Provider’s provision of the Services and/or the subject matters encompassed by this Agreement.

“Authorization Documents” shall mean the documents identified and summarized in Exhibit D, and the requirements of any documents in replacement of the foregoing or in addition thereto provided by Customer and added to and summarized in Exhibit D from time to time.

“Authorized Officer” means the officer(s) of Customer designated as an “Authorized Officer” in the Customer Approval Procedures.

“Base Term” shall have the meaning set forth in Section 3.1(a).

“Bundled Load” means the proposed electric energy consumption of a member of Provider, as set forth in the implementation plan filed for such member pursuant to Code Section 366.2.

“Business Day” shall mean any day except a Saturday, Sunday or other day on which commercial banks in the State of California are authorized by law to close.

“Claims” shall mean claims, actions, damages, expenses (including reasonable attorneys’ fees), fines, penalties, losses or liabilities.

“Code” shall have the meaning given thereto in the recitals.

“Confidential Information” shall have the meaning given in Section 11.1(d).

“CPUC” shall have the meaning given thereto in the recitals.

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“Customer” shall have the meaning given thereto in the introductory paragraph of the Agreement, and its permitted successors and assigns, if any, under the Agreement.

“Customer Approval Procedures” means the approval procedures set forth in Exhibit E hereto.

“Customer Indemnified Party” shall mean Customer (including successors and permitted assigns) and its shareholders, partners, directors, officers, agents and employees.

“Disputed Payment” shall have the meaning given thereto in Section 5.3(d).

“Effective Date” shall have the meaning given in the introductory paragraph of this Agreement.

“Energy Contract” means an agreement for the purchase of energy, renewable energy or related products, including long-term power purchase agreements and master power purchase and sale agreements and/or confirmation letter thereto, entered into by Provider for the benefit of Customer.

“Fixed Fee” shall have the meaning given thereto in Section 5.1(a).

“Fixed Fee Services” shall have the meaning given thereto in Section 4.1.

“Force Majeure” shall mean any event that wholly or partly prevents or delays the performance by the Party affected of any obligation arising under this Agreement, but only if and to the extent such event is not within the reasonable control, directly or indirectly, of and not the fault of the Party affected including (provided that the foregoing requirements are satisfied): condemnation; expropriation; invasion; plague; drought; landslide; storms or wind of sufficient intensity to prevent safe performance of work; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to an energy facility to the extent caused by third parties; strikes and other labor disputes (including collective bargaining disputes and lockouts) involving Subcontractors; riot or similar civil disturbance or commotion; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and actions of a Governmental Authority (excluding the actions of the claiming party). “Force Majeure” shall not include (1) an event that prevents or delays (i) Provider’s or Customer’s compliance with (a) Applicable Laws; and (b) Permits required under Applicable Law in connection with such Party’s performance under this Agreement and (ii) Customer’s indemnity obligations hereunder, (2) labor shortages; (3) labor strikes and other labor disputes (including collective bargaining disputes and lockouts) with regard to work by Provider or a Subcontractor (except if such action is part of a regional or national action); or (4) economic hardship (including lack of money).

“Governmental Authority” shall mean any federal, provincial, state or local government authority, agency, court or other body, officer or public entity, including any zoning authority, building inspector, or health or safety inspector, including the CPUC.

“Indemnified Party” shall mean a Provider Indemnified Party or Customer Indemnified Party.

“Indemnifying Party” shall have the meaning given thereto in Section 7.3.

“JPA” shall mean that certain Joint Exercise of Powers Agreement Relating to the California Clean Energy Authority dated August 14, 2012, as the same has been or may be amended from time to time.

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“Payment Date” shall have the meaning given thereto in Section 5.3.

“Payment Invoice” shall have the meaning given thereto in Section 5.3.

“Permit” shall mean any waiver, exemption, variance, franchise, certification, approval, permit, authorization, license, consent, or similar order of or from any Governmental Authority having jurisdiction over the matter in question.

“Person” shall mean any individual, partnership, joint stock company, corporation, trust, unincorporated association or joint venture, a government or any department or agency thereof, or any other entity.

“Provider” shall have the meaning given thereto in the introductory paragraph of this Agreement, and its successors and permitted assigns, if any.

“Provider Indemnified Party” shall mean Provider and its Affiliates and their respective shareholders, partners, directors, officers, agents, employees and representatives.

“Regular Work Hours” means 8:00 am (PT) to 5:00 pm (PT) on a Business Day.

“Reimbursable Expenses” shall have the meaning set forth in Section 5.2.

“Reimbursable Services” shall have the meaning given thereto in Section 4.1.

“Scope of Work Exhibit” means Exhibit B hereto.

“Security Documents” means, with respect to each Energy Contract, the security documents entered into by Customer in connection therewith pursuant to which Customer grants to the energy suppliers under each Energy Contract (or its collateral agent) a security interest in any and all monies received from the Utility or the end-users in Customer’s territory in connection with such Energy Contract, which security documents shall include (i) an account control agreement for an account (sometimes referred to as a “lockbox account”) among Customer, an account bank and the energy supplier to such Energy Contract (or its collateral agent), (ii) an intercreditor and collateral agency agreement, among Customer, the counterparties to such Energy Contracts and, if applicable, the collateral agent, and (iii) a security agreement between Customer and the counterparty to such Energy Contract (or its collateral agent).

“Services” shall have the meaning set forth in Section 4.1 and shall be comprised of the Fixed Fee Services and the Reimbursable Services.

“Subcontractors” means any subcontractor, of any tier, vendor or supplier of materials, equipment or services to Provider or any subcontractor, of any tier, of any Person engaged or employed by Provider or any subcontractor of any tier that provides any part of the Services.

“Supplemental Procurement Services” has the meaning set forth in Exhibit B.

“Term” shall have the meaning set forth in Section 3.1(a).

“Termination Notice” shall have the meaning given thereto in Section 3.1(b).

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“Utility” means Southern California Edison.

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**EXHIBIT B
SCOPE OF WORK**

A. Fixed Fee Services

1. Portfolio Operations

(a) Energy Procurement.

- (i) Provider to consider load patterns of the CCA and advise Customer on assembling a supply portfolio that will match resources to the aggregate load shape of the CCA's customer base.
- (ii) Provider to conduct procurement of energy, renewable energy, carbon free energy and resource adequacy procurement with third party suppliers as required from time to time to meet the load requirements of the CCA.

(b) Risk and Credit Management.

- (i) Provider to monitor the credit rating and financial condition of Customer's energy suppliers.
- (ii) Provider to periodically calculate the financial exposure to a specific supplier.

(c) Load Forecasting and Data Collection.

- (i) Provider to collect, process and forecast load information.

(d) Scheduling Coordination.

- (i) Provider to coordinate scheduling with the grid operator's schedule coordinator; exchange customer usage and billing information with the Utility.

2. Account Services

- (a) If necessary, Provider to calculate individual end-user customer bills.
- (b) Provider to confirm receipt of funds in lockbox account.
- (c) Provider to review and validate invoices from Schedule Coordinator.
- (d) Provider to direct distribution of funds from lockbox account.

3. Administration and Management of CCA Program

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4. Regulatory Representation and Compliance Filings

B. Reimbursable Services

(a) Data Management Services (e.g., electronic data interchange (EDI) services; customer information system development and maintenance; customer call center management and staffing; billing administration; settlement quality meter data services; customer care, billing and related reports; and qualified reporting entity (QRE) services).

(b) Professional Services (e.g., drafting, review and negotiation of Energy Contracts and Security Documents on behalf of Customer; electric load evaluation; community choice aggregation operational analysis; projected customer rate analysis and comparison; and support and maintenance of financial model).

(c) Legal Services (e.g., review and negotiation of template Energy Contracts and Security Documents on behalf of Customer; legal services to customize existing templates for Energy Contracts and Security Documents to accommodate Customer requested changes).

(d) “Supplemental Procurement Services” means reimbursement for any payments (including deposits) that Provider makes directly to energy suppliers on behalf of, and at the request of, Customer for the purchase of electricity and other related services to be delivered or provided to Customer. The process for Supplemental Procurement Services will be subject to the approval process set forth in Exhibit E.

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EXHIBIT C

**FIXED FEE RATE, REIMBURSABLE EXPENSES
AND NOTICE ADDRESS**

1. **Fixed Fee Rate:**

<u>Fiscal Year</u>	
\$ 288,570.00	fiscal year total
\$ 24,047.50	monthly

2. **Reimbursable Expenses:**
 - (a) **Data Management Services:** **Fiscal Year**

\$ 184,000.00	fiscal year total (estimated)
\$ 15,333.33	monthly (estimated)

 - (b) **Professional Services:** **Fiscal Year**

\$ 267,000.00	annually (not to exceed)
\$ 22,250.00	monthly (not to exceed)

 - (c) **Legal Services (as incurred):** \$ 20,000 annually (estimated)

 - (d) **Supplemental Procurement Services (as incurred):** \$ Amounts approved by Customer and Provider in accordance with Exhibit E.

3. **Address for Notices:**

Provider:	California Choice Energy Authority 44933 Fern Avenue Lancaster, California 93534 Attn: Cathy DeFalco Tel: 888.639.2411 Email: Cathy@CalChoice.org With a copy to Provider's legal counsel: Hall Energy Law PC Attn: Stephen Hall Tel: 503.477.9354 Email: Steve@HallEnergyLaw.com
Customer:	City of Hanford Attn: Darrel Pyle Tel: 559.585.2516 Email: dpyle@cityofhanfordca.com

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EXHIBIT D
AUTHORIZATION DOCUMENTS
[City's Resolution to Join CalChoice]

Attachment: Hanford-ASA Draft 2019 0412 (Admin: CCEA Resolution)

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EXHIBIT E

CUSTOMER APPROVAL PROCEDURES

1. Authorized Officer

[Table to be completed with name, title of Customer's officer that is authorized to provide Provider with necessary approvals.]

Name	Title
Darrel Pyle	City Manager
[Additional Authorized Name]	[Additional Authorized Title]

2. Approval Procedures

[To be completed — Procedures to contain thresholds for which receipt of Authorized Officer's approval is required.]

Authorized Officer Approval IS Required if Term of Energy Contract is GREATER than:	Five (5) Years
Authorized Officer Approval IS NOT Required if Notional Amount of Energy Contract is EQUAL TO OR LESS than:	Five (5) Years
Authorized Officer Approval IS Required if the proposed Transaction is entered into through Provider's Supplemental Procurement Services process.	

3. Required Contract Provisions in Energy Contracts (or substantially similar language):

Section 3.6 of the EEI Master Agreement:

“With respect to each Transaction, as security for Party B’s obligations, Member shall have created and set aside a Special Fund and shall have entered into the Security Documents for such Special Fund in form and substance reasonably satisfactory to Party A and Party B. The Parties agree that Party B’s obligations to make payments with respect to this Master Agreement and each Transaction, and the obligations of a Member to make payments pursuant to a Transaction, are to be made solely from the Special Fund applicable to such Transaction.”

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Section 6.9 of the EEI Master Agreement:

“Seller agrees that the obligations of Party B to make payments hereunder are (i) to be made solely from the Secured Account of the Member for whose account a Confirmation is allocated to, and (ii) do not constitute any kind of indebtedness of Party B or (iii) create any kind of lien on, or security interest in, any property or revenues of Party B.”

Section 8.5 of the EEI Master Agreement:

“Section 8.5: Section 8 and Schedule M of the Agreement and the Security Documents set forth the entirety of the agreement of the Parties regarding credit, collateral and adequate assurances. Except as expressly set forth in the options elected by the Parties in respect of Sections 8.1 and 8.2, and in Schedule M and in the Security Documents, neither Party:

(a) has or will have any obligation to post margin, provide letters of credit, pay deposits, make any other prepayments or provide any other financial assurances, in any form whatsoever, or

(b) will have reasonable grounds for insecurity with respect to the creditworthiness of a Party or Member that is complying with the relevant provisions of Section 8 of this Agreement;

(c) and all implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.”

Section 10.19 of the EEI Master Agreement:

“10.19 No Recourse Against Constituent Members of Party B. Party B is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and is a public entity separate from its constituent members. Party B will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement in accordance with, and subject to, the terms and conditions of each Transaction and the applicable Security Agreements. Party A will have no rights and will not make any claims, take any actions or assert any remedies against any Member or of Party B’s constituent members, or the officers, directors, advisors, contractors, consultants or employees of Party B or Party B’s constituent members, in connection with this Agreement. The Parties agree that Party B’s obligations to make payments with respect to this Master Agreement and each Transaction, and the obligations of a Member to make payments pursuant to a Transaction, are to be made solely from the Special Fund applicable to such Transaction, as set forth in the applicable Security Agreements.”

**CONFIDENTIAL DRAFT
FOR DISCUSSION ONLY**

EXHIBIT F

FORM OF AUTHORIZED OFFICER APPROVAL

Prior to any procurement, CalChoice, or CalChoice representative will communicate the details of the proposed procurement via email. An Authorized Officer, as identified in Exhibit E, will give written approval of the procurement via email.

Attachment: Hanford-ASA Draft 2019 0412 (Admin: CCEA Resolution)

**CONFIDENTIAL DRAFT
FOR DISCUSSION ONLY**

EXHIBIT G

**JOINT EXERCISE OF POWERS AGREEMENT
AND AMENDMENTS THERETO**

Attachment: Hanford-ASA Draft 2019 0412 (Admin: CCEA Resolution)