

The City of Hanford
CALIFORNIA



City Council Meeting Agenda

October 6, 2020
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

Council Members will meet in-person in the Council Chambers. Due to social distancing restrictions, there will be a limited number of audience seats. The meeting will be available for remote viewing on The City of Hanford Website: <http://livestream.hanford.city/>

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

ROLL CALL BY CITY CLERK:

PUBLIC COMMENT:

*Comments from the public are limited to items 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. Presentation and Council direction on proposed amendments to the City of Hanford's Parks ordinance.
- B. Parks & Community Services: Review and Council direction regarding the proposed Civic Park Site Improvements for the new Playground

CLOSED SESSION:

- A. Conference with Legal Counsel-Real Property Negotiations (GC 54956.8)

Property: APNs 014-230-035-000, 014-230-000
Agency Negotiators: Mario Cifuentez, Brad Albert, Ty Mizote
Negotiating Party: Ernie Costamagna

Property: 109 E. 8th Street
Agency Negotiators: Mario Cifuentez, Ty Mizote,
Negotiating Party: Hanford Carnegie Museum

7:00 PM CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Christian Alva

FLAG SALUTE:

CLOSED SESSION ACTION REPORT:

STAFF COMMUNICATIONS:

COUNCIL REPORTS/COMMENTS:

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*

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. PROCEDURAL WAIVER: Waive reading in full of resolution and ordinances and approval and adoption of same by reading title only.
- B. City Clerk: Approval of the Minutes of the August 4, 2020 Meeting.
- C. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Bradley Smith-Glen.
- D. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to The Gas Company.

- E. Police: Approval of the sole-source purchase of the National Incident Based Reporting System (NIBRS) software from Sunridge systems in an amount not to exceed \$25,000.00 and authorization to transfer funding from Fund 1511 to Fund 1512 and adjust the appropriation limits for each fund accordingly.
- F. Police: Approval of an Amendment to Municipal Code Section 5.56.330 (E) (Operating Requirements for non-storefront retail) to will allow for an increase in the storage capacity for on-site cannabis contingent upon the operator meeting additional security requirements.
- G. Public Works: Approval of the Notice of Completion for the FY 19/20 Manhole Raising Project, and authorization for the Mayor to execute, and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.
- H. Public Works: Authorization for the City Manager to sign the attached ISA Acceptance and Waiver Letter for the State of California as it relates to the relinquishment of state right-of-way to the City of Hanford at 12th Avenue and the Union Pacific Railroad.
- I. Public Works: Approval of the Notice of Completion for the FY 19/20 Manhole Raising Project, and authorization for the Mayor to execute, and the City Clerk to attest and file said Notice with the Kings County Recorder's Office.
- J. Public Works: Approval of a Use Agreement with Lakeside Ditch Company to allow for the discharge pumping of Well No. 50, located at 9th Avenue and Hanford Armona Road, and Authorization for the City Manager to execute the Agreement.
- K. Public Works: Approval of the purchase and installation of a new pump control panel and associated equipment in the amount of \$22,278.00 from Telstar Instruments, of Hanford, Ca for Storm Drain Lift Station No. 49 (Sixth Street and 10th Avenue).
- L. Public Works: Second reading of Ordinance No. 20-11, an amendment to Section 10.16.130(B) of the City of Hanford Municipal Code, to prohibit parking at any time on East Third Street from 9th Avenue to East end, both sides.
- M. Public Works: Second reading of Ordinance 20-09 adding Section 12.20 to the Hanford Municipal Code pertaining to the duty of Property Owners to maintain and repair sidewalks and confirming the liability of property owners, under existing state law, for failing to satisfy such duty.
- N. Public Works: Approval of the purchase of a new 200 HP motor for the wastewater aeration basin from Turnupseed Electric Supply of Tulare, CA in an amount not to exceed \$38,771.74.

PUBLIC HEARINGS:

- A. Community Development: Zone Text Amendment No. 2020-02, a request by the City of Hanford to: - Amend Title 5, adding Chapter 5.64, establishing operating conditions for mobile food vendors; Amend Title 10, Section 10.14.140 conditions for use of public right-of-way by peddlers and vendors was amended to reference the requirements of Section 5.64; Amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding Mobile Vendors as a temporary use in all commercial zones; Amend Title 17, Section 17.76 to allow mobile vendors as a temporary use; and Amend Title 17, Section 17.96 to amend the definition of mobile food vendor and food trucks. Location: Citywide.

GENERAL BUSINESS:

- A. Fire Department: Approval of the updated Automatic Aid Agreement between the Hanford Fire Department and Kings County Fire Department and Authorization for the Mayor to execute the agreement on behalf of the City
- B. Public Works: Approval of a professional services agreement with the firm of Akel Engineering Group, Inc., of Fresno, Ca., for preparation of the 2020 Urban Water Management Plan in an amount not to exceed \$33,772.00; and appropriate \$33,772.00 from the Water Capital Reserve Fund to fully fund the project.

COUNCIL FUTURE AGENDA ITEMS:

- A. Council Future Agenda Items

Upcoming Dates

October 17: Parks & Community Services Floating Pumpkin Patch at the Plunge 12 p.m.-3 p.m.

October 19: Last day to register to Vote for the November Election

October 19: Candidates Forum at the Civic Auditorium 6:00 p.m. Live Stream Video – No audience

October 20: City Council Meeting

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: 10/6/2020	AGENDA SECTION: A
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SUBJECT:

Presentation and Council direction on proposed amendments to the City of Hanford's Parks ordinance.

RECOMMENDATION:

That the City Council receive a presentation on the proposed amendment to the Parks ordinance and provide direction to staff on any requested revisions.

BACKGROUND:

Staff from the Parks and Community Services, Community Development, and Police Departments, in conjunction with the City Attorney's office, have developed a proposed amendment to the Hanford Municipal Code pertaining to regulation of activities in the City's park and recreation areas and facilities. The purpose of this amendment to bring existing code provisions up to date with current practices and activities of the Parks and Community Services Department, to make more comprehensive and detailed the list of activities that are prohibited in parks and recreation areas and facilities, and to address impacts that the activities of homeless persons are having on park uses and resources.

As a result of the 9th Circuit Court of Appeals decision in the case of *Martin v. City of Boise* (the "Boise case") that was issued in September 2018, Cities nationwide have had to perform much legal research, review, and analysis to understand its implications on the proposed code revisions being developed to address the impacts of homeless activities on park resources.

Since its publication, the Boise case has been the source of considerable discussion and speculation as to its reach, mandates, and implications for City staff in trying to address actual problems in the community as part of their daily efforts. Like many court decisions of this nature, its actual discernable mandates are limited and basic, and analysis of implications for real world circumstances and applications is either incomplete or altogether absent. The core holding in the Boise case is that the courts will not allow municipalities to criminalize the act of a

homeless person sitting, lying, or sleeping on public property so long as there is no low barrier shelter available. The court devoted considerable discussion as to why it believes that the "condition of being homeless" should not be criminalized, but did concede generally, in a footnote to that discussion of all places, that municipalities did not have to allow homeless persons to sit, lie, or sleep in all public places at all times, and that certain time, place, and manner restrictions, for which it offered a few examples, could be legally defensible.

Accordingly, attached for your review is the proposed amendment to the Hanford Municipal code governing regulations in the city parks, which addresses recent court rulings regarding publicly owned property and the public's use of that land.

FISCAL IMPACT:

None

ATTACHMENTS:

Camping ordinance study session.

ORDINANCE NO. __
AN ORDINANCE OF THE CITY OF HANFORD PERTAINING TO THE ADDITION
OF CHAPTER 12.20 OF TITLE 12, REGULATING CITY PARKS

The City Council of Hanford does ordain as follows:

Section 1. Chapter 12.20 of Title 12 is added to the Hanford Municipal Code, to read as follows:

CHAPTER 12.20
ADDITIONAL RULES GOVERNING CITY PARKS

12.20.010	Purpose and Findings.
12.20.020	Definitions.
12.20.030	Camping in Parks and Recreation Facilities Prohibited.
12.20.040	Storage of Personal Belongings Prohibited.
12.20.050	Tents and Other Enclosed Temporary Structures Prohibited.
12.20.060	Fires in Parks Prohibited.
12.20.070	Littering, Personal Waste, and Dumping in Parks Prohibited.
12.20.080	Resource Protection.
12.20.090	Animal and Pets.
12.20.100	Severability.
12.20.110	Violation-Misdemeanor.

12.20.010 Purpose and Findings.

The purpose of this chapter is to protect the City of Hanford's (City) parks and control activities within parks that may pose a risk to the public's health, safety, or enjoyment of parks. The City Council of the City of Hanford finds:

A. The City has invested millions of dollars in its park facilities that are designed to be used by the entire population of Hanford.

B. City parks are used for a variety of purposes, including periodic heavy use by families with children. Park usage may be limited by the large number of people that use parks and by other aspects of each park, including shape, location, nature of amenities, and competing uses of facilities.

C. In order to ensure the continued safety of those using City parks, activities and the use of equipment or belongings that may be dangerous to the health and safety of others must be limited to designated areas or prohibited altogether.

D. The City's parks are not designed to be used as camping sites and lack the infrastructure necessary to provide a safe and proper camping experience. All parks lack, to differing degrees, showers, bathrooms, lighting, electricity, security, washing facilities, burn pits,

camping sites, adequate refuse containers, potable water, kitchen facilities, and other facilities needed for safe camping.

E. The lack of these facilities and the uncontrolled placement of camping sites in City parks presents a clear danger to persons using, crossing or playing in parks. These dangers include the potential for health hazards, criminal activity, and physical injury. These hazards are demonstrated through activity that has occurred in other communities.

F. City parks are designed to facilitate temporary experiences within set hours of operation, in order to ensure the ability of City personnel to properly maintain the grounds. In keeping with this requirement, permanent or overnight encampments would prevent the City from maintaining its parks.

G. These factors associated with camping in City parks constitute an unreasonable interference with the use of City parks by the community and are injurious to health, offensive to the senses, create visual blight and constitute a public nuisance.

12.20.020 Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

“Available shelter” means a public or private shelter or similar accommodation, with an available overnight space, open to an individual or family unit experiencing homelessness, at no charge. A shelter shall not be considered available when the individual cannot occupy said space due to overcapacity, exhaustion of stay limitations, or when religious observance is required as a condition of gaining shelter. If the individual refuses available shelter or otherwise cannot utilize the available shelter space due to voluntary actions including, but not limited to, intoxication, drug use, unruly behavior, or violation of shelter rules, the overnight shelter space shall be considered available.

“Bulky item” means any item that is too large to fit in a sixty (60) gallon trash container with the lid closed, including, but not limited to, a mattress, couch, chair or other furniture or appliance. “Bulky item” does not include a portable, collapsible picnic chair or table.

“Camp,” “Camping,” or “Camp facilities” means placing, setting up or utilizing camping equipment. Camping does not include use of umbrellas or sunshades during the time the park is open to the public. An activity shall constitute camping when it reasonably appears, in light of all the circumstances, the participants in conducting these activities are in fact using the area as a sleeping or living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging. “Camping” shall not include merely sitting, lying or sleeping outside in a park/recreation area or the use of a blanket, towel or mat in a public park/recreation area during the time the park is open to the public.

“Camping equipment” or “camping paraphernalia” means tents, tarpaulins, lean-tos, huts, cardboard boxes, or similar make-shift temporary shelters (whether commercially produced or

improvised from random materials), as well as cooking facilities, hammocks, ground cover, bedding, sleeping bags, or other similar equipment used for living in the outdoors.

“Camp Fire” means an open-air fire in a camp, used for cooking, heating, or as a focal point for social activity.

“City parks” or “parks” shall mean a publicly owned, naturalistic areas in urban environments. These areas are open to the public to offer recreation and green space to residents and visitors of the City.

“Homeless” means an individual without permanent housing who may live on the street; stay in a shelter, mission, vacant building, or vehicle; or is in other unstable or non-permanent housing situation.

“Park personnel” means those people employed by the City and responsible for the maintenance, operation, protection, or management of any City park or facility.

“Park amenities” means any man-made structure, monument, statue, vase, fountain, pole, wall, fence, railing, bench, picnic table, trash receptacle, arbor, shade structure, playground, building, landscaping, natural vegetation, lighting system, sprinkler system, and walking or biking trails, paths or walkways, and waterways.

“Park and recreation facilities” and “park/recreation areas” means all parks and their associated open spaces, trails, park amenities, buildings, and recreation facilities used by the public within the boundaries of the city limits of the City, and which are owned, operated and/or maintained by the City.

“Personal property” means tangible personal belongings or possessions, which shall include any movable or tangible thing that is subject to ownership; and property or chattels that can be seen, weighed, measured, felt, or touched, including, but not limited to, furniture, appliances, camping facilities, camping paraphernalia, money, and/or books.

“Restroom facilities” means a public toilet that is a small room or small building with toilets and/or urinals, which do not belong to a particular household, and are available for use by the general public, customers, travelers, etc. Restroom facilities include privately owned portable toilet facilities contracted by the City and temporarily placed at a location for public use.

“Store,” “Stored,” or “Storage” means to put aside personal property in a public park/recreation area or accumulate it for use when needed; to place personal property in a public park/recreation area for safekeeping; and/or to leave personal property unattended in a public park/recreation area.

“Tent” means a collapsible shelter made of fabric such as nylon or canvas or a tarp stretched and sustained by supports, which is not open on all sides and which hinders an unobstructed view behind or into the area surrounded by the fabric. In order to qualify as a tent for purposes of this

chapter, a tent, when deconstructed, must be able to fit within a sixty (60) gallon container with the lid closed.

“Umbrellas or sunshades” means any canopy or cover that is open on all sides, from ground level to the top of the structure, and consists of pliable tent-like material such as canvas, nylon, or other synthetic fabric, and that is held aloft by one or more supporting metal, plastic, or wooden poles.

12.20.030 Camping in Parks and Recreation Facilities Prohibited.

A. It is unlawful and a public nuisance for any person to establish, maintain, or operate a camp or occupy camp facilities, and to utilize camping equipment or camping paraphernalia while camping or occupying camping facilities, in any public park/recreation areas. “Establish” means setting up or moving camping equipment or camp paraphernalia in park and recreation facilities to camp or operate camp facilities. “Maintain” means keeping or permitting camping equipment or camping paraphernalia to remain in a park or recreation facility in order to camp or operate camping facilities. “Operate” means participating or assisting in establishing or maintaining a camp or camping facilities.

B. An individual or family unit experiencing homelessness may not be cited for violation of subsection A. between the hours of 10:00 p.m. and 6:00 a.m. unless it is confirmed that there is available shelter as defined above.

C. Notwithstanding the exemption provided for in subsection B., camping facilities, camping equipment, and camping paraphernalia may not be affixed or attached to, or constructed upon or with, or otherwise located within ten (10) feet of any park amenities or structures.

D. Notwithstanding the exemption provided for in subsection B., camping facilities, camping equipment, and camping paraphernalia may not be located or utilized within any waterways or drainage basins.

E. Camping may be permitted in park and recreation facilities in conjunction with any City sponsored and approved event.

F. The use of restroom facilities shall be available to all patrons of a park. Camping and sleeping in restroom facilities would interfere with the public’s use of such facilities, and, therefore, camping and sleeping in restroom facilities is prohibited.

G. It is unlawful to camp or sleep within the fenced area of a dog park or any area within a park that is reserved for dogs.

12.20.040 Storage of Personal Belongings Prohibited.

A. It shall be unlawful and a public nuisance for any person to store personal property in any public park/recreation area, except as otherwise approved in writing by the City Manager or designee or by resolution of the City Council. Personal property stored in public

park/recreation areas in violation of this section may be impounded pursuant to the requirements of this section. Any personal property left in any public park/recreation area during the time the public park/recreation area is closed to the public, whether or not the personal property is unattended, may be impounded pursuant to this section. Notwithstanding these prohibitions, an individual or family unit experiencing homelessness may not be cited for violation of this section between the hours of 10:00 p.m. and 6:00 a.m. unless it is confirmed that there is available shelter as defined in Section 12.32.010.

B. Except as otherwise provided in this chapter, no person shall possess any bulky item in a public park/recreation area.

C. The provisions of this section shall not apply to abandoned personal property, which shall be disposed of forthwith.

D. The Chief of Police or the City Manager, or their designees, are authorized to impound personal property pursuant to the provisions this section, and shall make provisions for the receipt and safekeeping of personal property coming into his or her possession pursuant to this section. A receipt shall be issued to the person delivering such personal property, unless the personal property was found in the course of employment by an employee of the City. The Chief of Police or the City Manager, or their designees, shall notify the owner of the personal property if his or her identity is reasonably ascertainable, or, if the identity of the owner is not reasonably ascertainable, cause a notice to be left in a prominent place on or near the location of the personal property for any personal property impounded pursuant to this section, advising that the City is in possession of the personal property and the location where and hours during which it may be claimed.

E. Notice prior to impoundment.

1. Stored personal property or personal property violating this chapter may be impounded without notice if there is a reasonable belief that it is abandoned, presents an immediate threat to public health or safety, is evidence of a crime, is evidence in a criminal investigation, or is contraband.

2. In matters in which subsection 1 does not apply, personal property unlawfully stored in public parks/recreation areas or violating this chapter shall be impounded only after a notice is provided to the owner of the personal property or left at or near the location of the personal property advising that the personal property will be impounded if it is not removed. This notice will specify a time when the personal property will be impounded if it is not removed.

F. If, after any notice required by subsection E. is given, personal property remains unlawfully stored in a public park/recreation area, that personal property may be impounded. The person impounding the personal property shall leave a notice in a conspicuous place at or near where the personal property was located prior to being impounded, advising where the personal property is being kept and when it may be claimed by its owner.

G. Personal property coming into possession of the City pursuant to this section shall be retained for a period of at least ninety (90) days. If the personal property consists of money, it shall be deposited with the City's Finance Director or designee for a period of not less than ninety (90) days, unless sooner claimed by its owner. In the event the personal property or money is not claimed within ninety (90) days, it shall be deemed to be abandoned personal property, subject to disposition as provided in this section.

H. During the time that any personal property is held by the City, it may be delivered or paid to its owner as follows:

1. The personal property shall be delivered upon proof of ownership satisfactory to the Chief of Police or the City Manager, or their designees, after ten (10) days' notice by mail to any other person(s) who have asserted a claim of ownership at any address given by such person(s).

2. If the personal property consists of money, it shall be paid to the owner upon written order from the Chief of Police or the City Manager, or their designees, to the Director of Finance. The Chief of Police or City Manager, or their designees, shall make such order upon the same proof of ownership and with the same notice as prescribed in the case of personal property.

3. If ownership cannot be determined to the satisfaction of the Chief of Police or the City Manager, or their designees, he or she may refuse to deliver the personal property or refuse to order the payment of such money to anyone until ordered to do so by a court of competent jurisdiction.

I. Upon expiration of the ninety (90) day period, any personal property received by the City and not delivered to the owner may be appropriated for use by the City upon order of the City Manager or his or her designee, on his or her finding that the personal property is needed for a public use, and any personal property not appropriated for City use may be disposed of or sold at public auction to the highest bidder. All unclaimed money received by the Chief of Police, and not delivered to the owner during the ninety (90) day period, shall thereafter be deposited in the general fund.

J. Subject to the provisions of subsection K. below, any personal property coming into the possession of the Chief of Police or designee may be disposed of immediately and without notice, in a manner that the Chief of Police or designee determines to be in the public interest, when such personal property is perishable, contraband, or constitutes an immediate threat to the public health or safety.

K. The provisions of this chapter shall not apply to real or personal property or money that is: (i) subject to confiscation pursuant to state or federal law; (ii) evidence of a crime; or (iii) evidence in an ongoing criminal investigation and/or civil proceeding pursuant to state or federal law.

12.20.050 Tents and Other Enclosed Temporary Structures Prohibited.

A. It is unlawful for any person to set up and utilize camp equipment, a tent, or similar temporary shelter or improvised make-shift structure from random items, that is not open on all sides in a public park/recreation area, except as when in conjunction with any City sponsored and approved event. Only the use of umbrellas or sunshades is permissible in a public park/recreation area.

B. Notwithstanding these prohibitions, an individual or family unit experiencing homelessness may not be cited for violation of this section between the hours of 10:00 p.m. and 6:00 a.m. unless it is confirmed that there is available shelter as defined above.

1. The bulky item restriction described in Section 2.20.040 above shall not apply to a tent utilized by an individual or family unit falling within the scope of this subsection B. However, a bulky item that is designed to be used as a shelter but is not a tent will be subject to the impoundment procedures described in this chapter. Furthermore, any bulky item that is a tent and which violates a provision of this chapter (e.g., attached to a park improvement or structure) shall be subject to impoundment.

12.20.060 Fires in Parks Prohibited.

No person shall kindle or build a fire in any park or recreation facility, including within any portable fire rings, receptacle, or park amenity for the purpose of creating or containing a fire, unless a fire is allowed by the City in conjunction with any City sponsored and approved event. A fire that is lighted and maintained in a barbeque grill being utilized for cooking purposes only, and only in designated areas, shall, however, be exempt from this prohibition. Installed park grills are designed for charcoal-based cooking, and no other flammable material may be used in them. Grill fires shall be completely extinguished before leaving the park/recreation area. Fires solely for the purpose of personal warmth are not allowed, and park grills shall not be used as a trash receptacle.

12.20.070 Littering, Personal Waste, and Dumping in Parks Prohibited.

A. Receptacles are provided for trash related to park activities. Park users shall deposit their trash in designated receptacles. It shall be unlawful for any person to enter, occupy or sleep in any trash receptacle or enclosure.

B. No person shall bring and leave refuse, furniture or surplus material from another property, including home-based litter and refuse and/or business-related refuse, for the purpose of dumping it.

C. No person shall deposit or cause to be deposited urine, fecal matter, or other bodily discharges within park and recreation facilities, with the exception of within the normal use of designated restrooms. Park and recreation facility restrooms and washrooms that are designated single-use, unisex facilities, are to be used by one person at a time for their designated purpose and for a reasonable time period. This rule shall not apply to children under the age of

eight (8) years, or persons with special needs, who may be accompanied by a person responsible for that child or person.

12.20.80 Resource Protection.

A. Natural Features. It is unlawful to engage in any of the following acts within any City park or facility:

1. Cut, pick, mutilate, or destroy any vegetation.
2. Introduce any flora or fauna.
3. Pick, dig up, cut, mutilate, destroy, injure, disturb, move, molest, burn, or carry away any tree or plant or portion thereof, including, but not limited to, leaf mold, flowers, foliage, berries, fruit, grass, fern, turf, humus, shrubs, cones, and dead wood.
4. Place upon, attach, or secure to any tree, plant, shrub, rock or other natural feature any rope, wire mark, writing, printing, card, display, placard, or object.

B. Geological Features. It is unlawful for any person to engage in the following acts within any City park or facility:

1. Remove, cut, dig, or disfigure any soil, rock, or fossil.
2. Dig up, pick, remove, mutilate, injure, or collect any historical or archaeological artifact or object.
3. Disturb, deface, disfigure, mark on, or destroy any cave, rock formation, or any other naturally occurring feature.
4. Deposit any earth, sand, rock, stone, or other substance, or dig such materials from any area.

C. Water Features. It is unlawful for any person to engage in the following acts within any City park or facility:

1. Throw, discharge or otherwise place or cause to be placed into any fountain, pond, basin, or other body of water any substance, matter, or thing, liquid or solid, including, but without limitation to, particles or objects made of paper, metal, glass, styrofoam, garbage, rubbish, rubber, fuel, food matter, wood, fiber, and plastics, human waste, or other polluting substances of any kind.
2. Discharge any wastewater, sewage, or effluents anywhere except in proper receptacles.

3. Receive, bring or cause to be brought into any City park any species that poses a threat to the waters of any City park.

D. Pesticides and Hazardous Materials. No person, with the exception of park personnel in the normal course of their duties, shall disperse or otherwise apply any pesticide or any other hazardous material within any City park or facility whether to the air, water, ground, or vegetation.

E. Propagation of Plants and Animals. No person shall receive, bring or cause to be brought into any City park any animals or plants from any place for the purpose of propagation

F. Animals.

1. No person, shall or attempt to molest, hunt, disturb, injure, trap, take, net, poison, harm, tease or kill any kind of wild or domestic animal, bird, or reptile, or their eggs or nests, or fish.

2. No person shall release or abandon any animal, amphibian, bird, or reptile, dead or alive, within a City park.

G. Climbing. It is unlawful for any person to climb any trees or structures within any City park, which were not designed for climbing.

H. Attachments to Structures. No person shall camp or attach camping equipment or personal belongings to any play structure, restroom, building, fence, wall, park shelter, or any other improvement located within park and recreation facilities.

I. Permanent Structures. No person shall erect or cause to be erected at parks and recreation facilities any structure that is not designed to be able to be moved each day.

12.20.090 Animals and Pets.

A. Animals in City Parks. A person may bring a dog or other animal into a City park subject to the following conditions, requirements, and mandates:

1. Dogs and other animals must be controlled by a leash not exceeding six (6) feet in length, or by a bridle, unless in an area specifically designated for such use (dog park). All domesticated dogs and cats are subject to H.M.C. Section 6.08.020 - Restraint of Animals.

2. Dogs in a designated off-leash area must be at all times under the control of and visible to the owner or person in control of the dog.

3. It shall be unlawful to leave an animal unattended or abandoned.

4. It shall be unlawful to allow an animal to be in any portion of a City park or facility where specifically prohibited.

5. It shall be unlawful to keep or permit to remain in any City park or facility any noisy, vicious, or dangerous animal, or an animal that unduly disturbs, bothers, inconveniences, or endangers other persons or animals.

B. Animal Waste. The owner or any person responsible for bringing an animal into any City park or recreation facility shall be responsible for removing any waste or refuse left by that animal and shall deposit it in a proper receptacle.

12.20.100 Severability.

The City Council declares that it would have adopted this chapter, sentence by sentence, paragraph by paragraph and section by section, and does hereby declare that the provisions of this chapter are severable, and, if for any reason any sentence, paragraph, or section of this chapter shall be held invalid, such decision shall not affect the validity of the remaining parts of this chapter.

12.20.110 Violation—Misdemeanor.

Any person who violates any of the provisions of this chapter shall be guilty of a Misdemeanor. This section shall not be interpreted to limit the remedies available to the City; rather, the City may seek and utilize all remedies available under this code and state law in order to enforce the provisions of this chapter.

Section 2: This Ordinance shall take effect thirty (30) days after its adoption and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage or a summary of this ordinance shall be published in the Hanford Sentinel in a manner consistent with the requirements of the California Government Code.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2020 by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

JOHN DRAXLER
MAYOR of the City of Hanford

Attest:

CITY CLERK

Attachment: Camping ordinance study session. (PD: City Parks Regulations)

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

I, _____, City Clerk of the City of Hanford, do hereby certify the foregoing Ordinance was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the _____ day of _____, 2020.

Date: _____

City Clerk

Attachment: Camping ordinance study session. (PD: City Parks Regulations)



AGENDA STAFF REPORT

MEETING DATE: 10/6/2020	AGENDA SECTION: B
--------------------------------	--------------------------

SUBJECT:

Parks & Community Services: Review and Council direction regarding the proposed Civic Park Site Improvements for the new Playground

RECOMMENDATION:

That Council receive the presentation, consider the proposed design, and approve the site plan in conjunction with the new Civic Park playground structure.

BACKGROUND:

Civic Park is a quintessential location within the City of Hanford. As the site of the historic Hanford Courthouse, Civic Auditorium, Veteran's Building and vintage carousel, the park is cherished by the community and attracts many visitors. It is also the site for many of Hanford's ongoing special events.

The addition of a playground structure adjacent to the carousel was approved by the City Council through the 2020-2021 Community Improvement Project budget in June 2020. The playground will add an important amenity to the park and will complement the existing attractions and bring more park visits. The primary demographic for this playground structure being families with children ages 5-12.

The proposed site improvements are needed to maximize the available space between the carousel and newly renovated park restrooms and to provide safe access for park users. Site improvements include:

- 3,455 square feet of concrete sidewalk
- 70 feet of curb, placed around existing trees
- 176 feet of mow strip

- Relocation of electric and telephone utilities
- Irrigation system modifications
- Six-8' park benches and two trash receptacles (matching existing park amenities)

The proposed timeline for this project is:

Playground Structure:

Date	Task
9/26/20	RFP released and advertised
10/6/20	RFP deadline for submittal
10/7/20 to 10/13/20	Review proposals
10/14/20	Submit staff report
10/20/20	Council review and award contract
10/21/20	Vendor signs informal contract
Start work	TBD and will be based on concrete contract

Site Improvements:

Date	Task
10/6/20	Council Study Session item to review site improvement design
10/10/20	Release RFP for site improvements
11/17/20	Bid opening of site improvement proposals
12/1/20	Council review and award contract

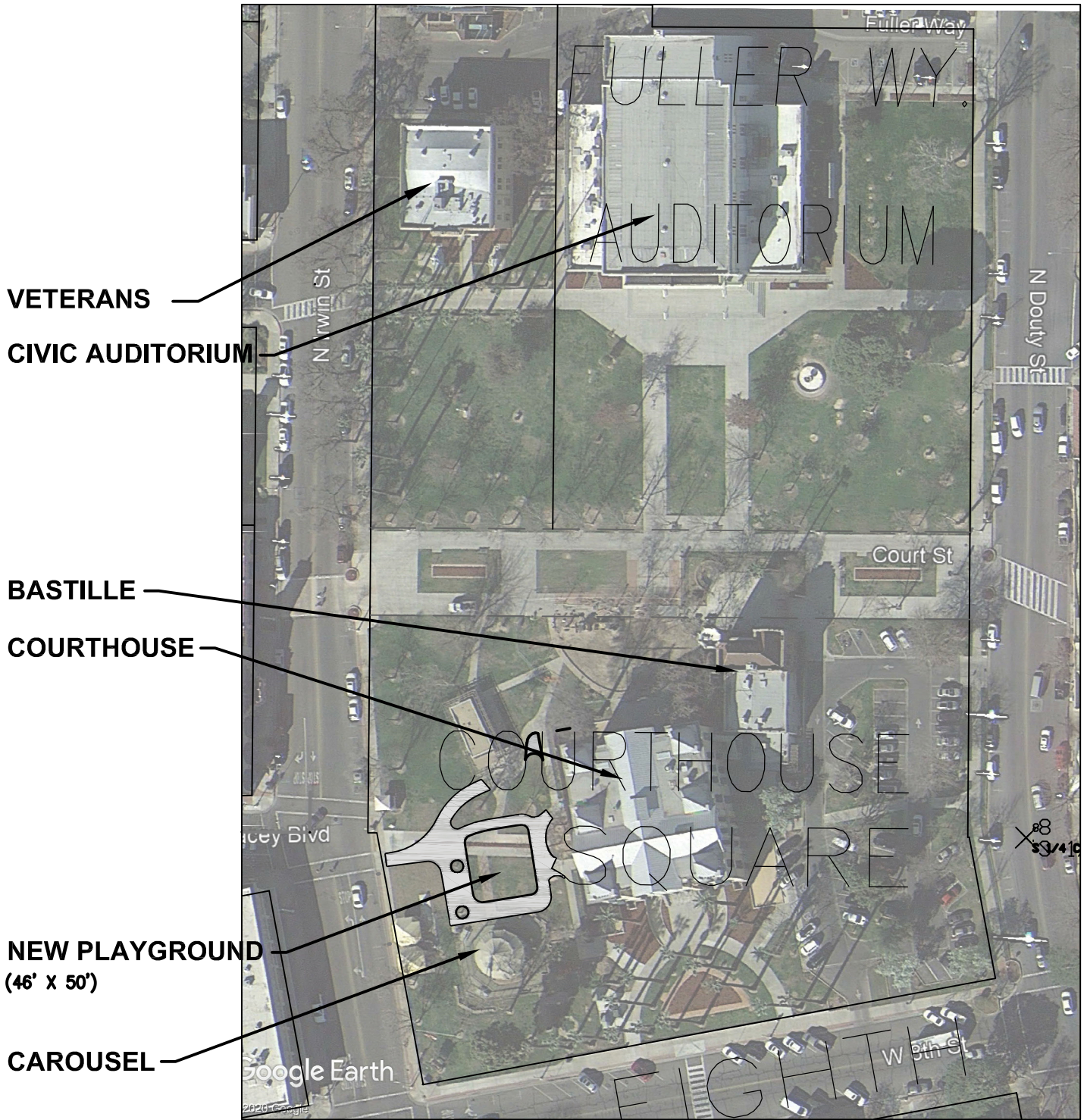
FISCAL IMPACT:

The informal contract for the Civic Park Site Improvements are not to exceed \$200,000. Funds for this project will be allocated from Park Impact Fee Reserves.

ATTACHMENTS:

Civic Park Site Map

Civic Park Site Improvement design

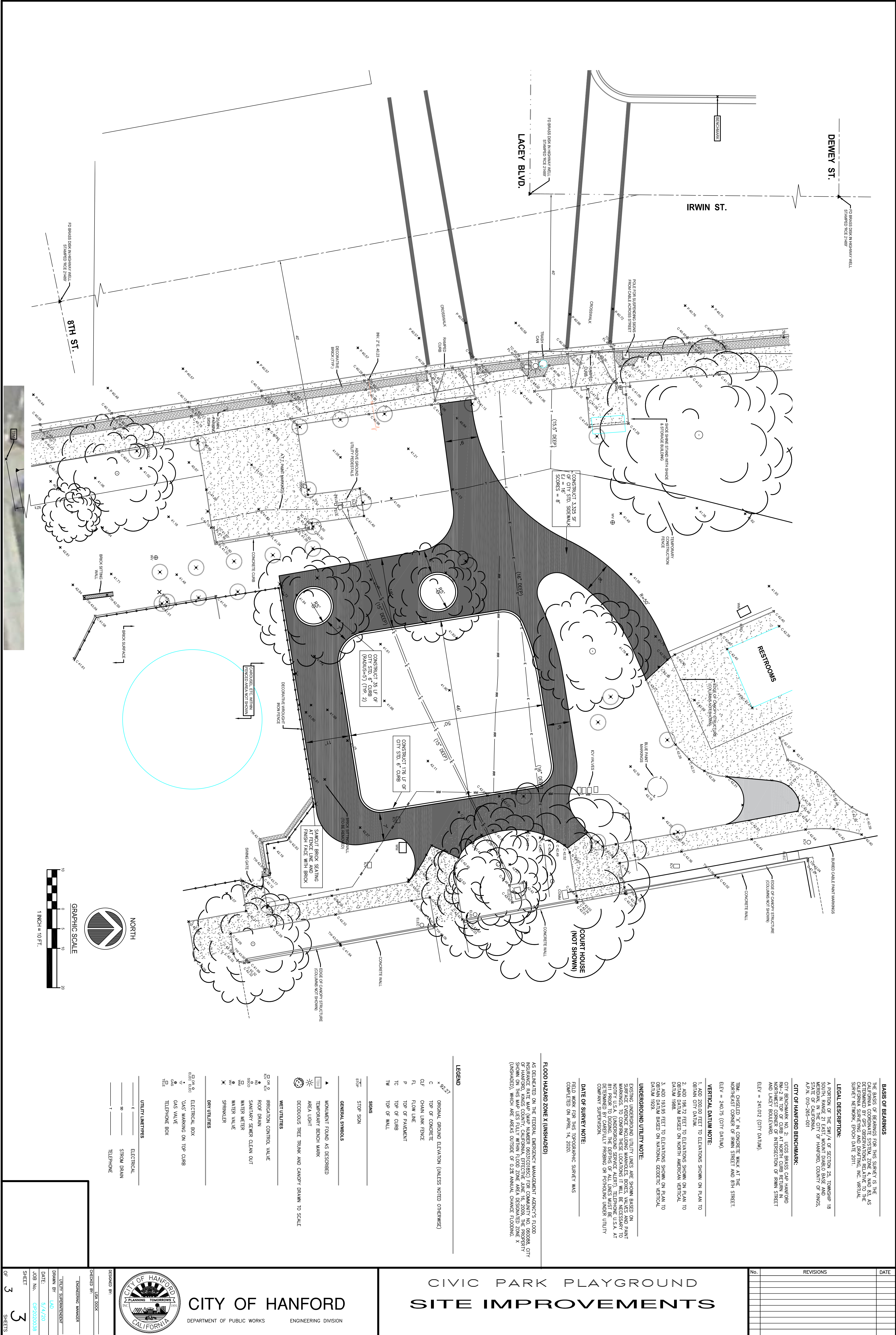


Attachment: Civic Park Site Map (Parks: Civic Park Site Improvements)

NORTH



CIVIC PARK NEW PLAYGROUND ATTACHMENT "A"



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 4, NAD 83, AS DETERMINED BY GPS OBSERVATIONS RELATIVE TO THE STATE OF CALIFORNIA. THE SURVEY NETWORK EPOCH DATE 2011.

LEGAL DESCRIPTION:

A PORTION OF THE SW 1/4 OF SECTION 25, TOWNSHIP 18 SOUTH, RANGE 21 EAST, MOUNT Diablo BASE, AND MERIDIAN, IN THE CITY OF HANFORD, COUNTY OF KINGS, STATE OF CALIFORNIA.

CITY OF HANFORD BENCHMARK:

CITY BENCHMARK NO. 2: UCCS BRASS CAP HANFORD RM-2 IN TOP OF CURB AT NORTH CURB RETURN IN NORTHWEST CORNER OF INTERSECTION OF IRWIN STREET AND LACEY BOULEVARD.
ELEV = 241.012 (CITY DATUM)

TBM: CHISELED 'X' IN CONCRETE WALK AT THE NORTHEAST CORNER OF IRWIN STREET AND 8TH STREET.
ELEV = 240.75 (CITY DATUM)

VERTICAL DATUM NOTE:

1. ADD 20.00 FEET TO ELEVATIONS SHOWN ON PLAN TO OBTAIN CITY DATUM.
2. ADD 196.72 FEET TO ELEVATIONS SHOWN ON PLAN TO OBTAIN DATUM BASED ON NORTH AMERICAN VERTICAL DATUM 1988.
3. ADD 193.95 FEET TO ELEVATIONS SHOWN ON PLAN TO OBTAIN DATUM BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929.

UNDERGROUND UTILITY NOTE:

EXISTING UNDERGROUND UTILITY LINES ARE SHOWN BASED ON SURFACE EVIDENCE INCLUDING MANHOLES, BOXES, VALVES AND PAINT MARKINGS. TO CONFIRM THESE LOCATIONS IT WILL BE NECESSARY TO EXCAVATE AND VERIFY THE DEPTHS OF ALL LINES PRIOR TO DIGGING. THE DEPTHS OF ALL LINES MUST BE DETERMINED BY CAREFULLY PROBING OR POtholing UNDER UTILITY COMPANY SUPERVISION.

DATE OF SURVEY NOTE:

FIELD WORK FOR THIS TOPOGRAPHIC SURVEY WAS COMPLETED ON APRIL 14, 2020.

FLOOD HAZARD ZONE X (UNSHADED)

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM NUMBER 660310085) FOR COMMUNITY NO. 060088, CITY OF HANFORD, KINGS COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES WITHIN FLOOD ZONE AREA DESIGNATED ZONE X (UNSHADED), WHICH ARE AREAS OUTSIDE OF 0.2% ANNUAL CHANCE FLOODING.

LEGEND

92.27
ORIGINAL GROUND ELEVATION (UNLESS NOTED OTHERWISE)

- C TOP OF CONCRETE
- CLF CHAIN LINK FENCE
- FL FLOW LINE
- P TOP OF PAVEMENT
- TC TOP OF CURB
- TW TOP OF WALL

SIGNS

STOP SIGN

GENERAL SYMBOLS

- ▲ MONUMENT FOUND AS DESCRIBED
- ☼ TEMPORARY BENCH MARK
- ☼ AREA LIGHT
- ☼ DECIDUOUS TREE TRUNK AND CANOPY DRAWN TO SCALE

WET UTILITIES

- IRIGATION CONTROL VALVE
- ROOF DRAIN
- SANITARY SEWER CLEAN OUT
- WATER METER
- WATER VALVE
- SPRINKLER

DRY UTILITIES

- ELECTRICAL BOX
- GAS VALVE
- GAS MARKING ON TOP CURB
- TELEPHONE BOX

UTILITY LINE TYPES

- ELECTRICAL
- STORM DRAIN
- TELEPHONE



CITY OF HANFORD
DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

**CIVIC PARK PLAYGROUND
SITE IMPROVEMENTS**

DATE	REVISIONS	NO.

DESIGNED BY: LISA DOCK	DATE: 5/4/20
CHECKED BY: ENGINEERING WARRIOR	DRAWN BY: LAD
DATE: 5/4/20	JOB No. CP0200038
SHEET 3	OF 3 SHEETS



**AGENDA
STAFF REPORT**

MEETING DATE: 10/6/2020	AGENDA SECTION: B
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SUBJECT:

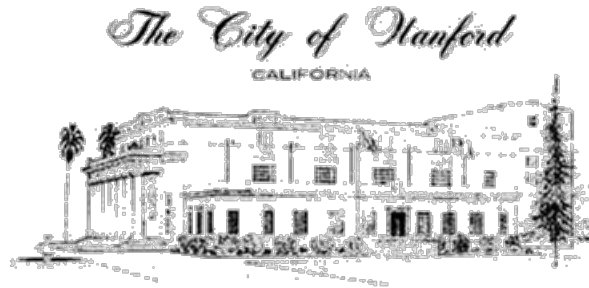
City Clerk: Approval of the Minutes of the August 4, 2020 Meeting

Approve the minutes of the August 4, 2020 meeting.

FISCAL IMPACT:

ATTACHMENTS:

8.4.2020 minutes



CITY COUNCIL MEETING MINUTES

**August 4, 2020 7:00 PM
Council Chambers
400 N. Douty St.**

Video Teleconference via Zoom. Council Members attended remotely.

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

Mayor Draxler called the Study Session and Closed Session to order at 5:30.

ROLL CALL BY THE CITY CLERK:

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

PUBLIC COMMENT:

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

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

Bob Ramos expressed his concerns about the placement of the pickleball courts at Lacey Park.

Diane Phakonekam with Big Brothers Big Sisters stated that CalViva Health decided to sponsor the Big Brothers Big Sisters Hanford Site.

STUDY SESSION:

- A. Administration: Presentation by the Hanford Chamber of Commerce to update Council on their current programs and business services.

CEO/Executive Director Amory Marple, presented the progress of The Hanford Chamber of Commerce, which included the organizations recent accomplishments, upcoming events, and current budget status.

Council commended Mrs. Marple on her presentation and on her hard work with the organization. Vice Mayor Ramirez asked City Manager Cifuentez about the status of the Hanford Chamber of Commerce funding agreement and expressed that he is open to a new agreement.

City Manager Cifuentez stated that the Council has committed to the first quarter funding and nothing beyond that.

Attachment: 8.4.2020 minutes (Clerk: 8-4-2020 Minutes)

- B. Community Development: Report on the Planning Commission's review of the Citizen's Initiative, submitted by Save Our Parkland, to change the land use on land adjacent to Hidden Valley Park from low density residential to open space and to remove future parks by changing areas from open space to medium density residential in the northwest area of the city.

Community Development Director Darlene Mata presented the Planning Commission's review of the Citizens Initiative, by Save Our Parkland and invited questions from the Council.

Council shared their concerns. City Attorney Ty Mizote and Director Mata answered questions from the Council.

Mayor Draxler, Council Members Devine and Council Member Sorensen accepted the Planning Commission's report and determined that the proposed initiative is inconsistent with the City of Hanford's General Plan.

Vice Mayor Ramirez and Council Member Brieno did not accept the Planning Commission's report on the proposed Citizen's Initiative.

Mayor Draxler adjourned to Regular Session.

CLOSED SESSION:

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

Property: APNs 028-240-018, 028-240-020, 08-310-005, 028-310-007, 028-310-008, 028-310-025

Agency Negotiators: Mario Cifuentez, Ty Mizote

Negotiating Party: City Farm Industries, Inc.; Ross Lyndon-James and Mark Askey

Property: APNs 028-240-018, 028-240-020, 08-310-005, 028-310-007, 028-310-008, 028-310-025

Agency Negotiators: Mario Cifuentez, John Doyel, and Ty Mizote

Negotiating Party: Tyler Bennett

Property: Courthouse Building

Agency Negotiators: Darlene Mata, Mario Cifuentez, Ty Mizote

Negotiating Party: Salon Couture

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (GC 54956.9 (d)(2))

Number of Potential Cases 1

7:00 PM CALL TO ORDER REGULAR SESSION:

Mayor Draxler called the meeting to order at 7:00 p.m.

ROLL CALL:

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

Attendee Name	Title	Status	Arrived
John Draxler	Mayor	Present	7:00 PM
Martin Devine	Council Member	Present	7:00 PM
Sue Sorensen	Council Member	Present	7:00 PM
Art Brieno	Council Member	Present	7:00 PM
Francisco Ramirez	Vice Mayor	Present	7:00 PM

INVOCATION:

Invocation was led by Chief Sever.

FLAG SALUTE:

Flag Salute was led by Mayor Draxler.

CLOSED SESSION ACTION REPORT :

No action taken. The Council will reconvene into Closed Session after the meeting.

STAFF COMMUNICATIONS:

City Manager Mario Cifuentez reported that the new live streaming camera has been installed in the Council Chambers. The City has received the first round of CARES funding from the state. The Parks and Recreation Department will be bringing back some of their staff to work in the parks. Director Albert has been working closely with Townsend Public Affairs on Proposition 68 funding guidelines. The Community Development Department has authorized some gyms and salons to operate outdoors with significant restrictions, and funds for rental assistance for small businesses will be issued when the department receives the official approval from HUD. City Manager Cifuentez also met with CEO/Executive Director of the Chamber of commerce, Amory Marple, and stated that he was pleased with their meeting.

COUNCIL REPORTS/COMMENTS:**A. Council Comments**

Council Member Sorensen shared Main Street Hanford's events and upcoming activities and expressed interest in meeting with local schools in regards to utilizing their facilities for community sports. Council Member Sorensen also expressed her concerns regarding COVID-19 statistics and would like clarification from the local Health Department. Council Member Sorensen asked if Council was returning to in-person meetings soon. The Council came to a consensus on returning to in-person meetings in the Council Chambers, beginning August 18th, 2020.

Council Member Devine echoed Council Members Sorensen's concerns regarding COVID-19 statistics, and reported on the meetings he attended. Council Member Devine also shared the interest of some community members suggesting painting a 'Blue Lives Matter' street mural in support of the local Police Department.

Vice Mayor Ramirez and Council Member Brieno expressed their concerns regarding COVID-19 and the City shut down.

Mayor Draxler expressed his concerns regarding COVID-19 and asked City Manager Cifuentez if the Council can get an update from the Public Health Officer. He also reported attending the Kings Waste Recycle Authority meeting. Mayor Draxler also mentioned that he is waiting for self-evaluation forms from two Council Members.

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.*

Mark Pratter commented on the Citizen's Initiative submitted by Save Our Parkland.

Bob Ramos expressed his concerns regarding the Hidden Valley Park surplus.

Jack Swartz expressed his concerns regarding the new live streaming camera system in the Council Chambers without a telephonic option.

Nate Odom commented on Council Members Sorensen's comments during the Study Session as well as suggested that the Council direct the City staff to create a resolution to amend the General Plan and rezone the land adjacent to Hidden Valley Park to be used as public space.

Bianca (she did not state her last name) proposed painting 'Black Lives Matter' in front of the Sheriff's Department or the Police Department; she'd like more support from the City Council in the Black Lives Matter movement.

Teresa Diaz spoke in favor of the pickleball court project at Lacey Park and stressed the importance of senior activities in Hanford.

Marissa (she did not state her last name) expressed her concerns regarding the suggestion of painting 'Blue Lives Matter' in the City of Hanford.

Council Member Devine clarified that the idea of painting a 'Blue Lives Matter' street mural was suggested to him by members of the community.

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.

Motion to approve the Consent Calendar, except for the items pulled for separate consideration.

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

- A. City Clerk: Approval of the Minutes of the May 19, 2020 Meeting
- B. City Clerk: Approval of the Minutes of the July 7, 2020 Meeting
- C. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to F & M Miya, LLC and Avemco Insurance Company.
- D. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Gerardo Diaz Tofoya
- E. City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such action to Alfredo Cortez.

- F. Public Works: Award of a contract to Papich Construction Co., Inc. of Arroyo Grande in the amount of \$161,733.00 for the FY 19/20 Pavement Resurfacing on Idaho Avenue from the BNSF Railroad to 10th Avenue Project, and establish a construction contingency of \$13,000.00 for this project.

Items Pulled from Consent Calendar:

- A. Community Development: Adoption of Resolution 20-22-R, Ratifying the City Manager's Temporary Rule to allow Temporary Outdoor Gyms and Salons.

[Item F] Item pulled by Council Member Sorensen.

Director Mata and Chief Pendergrass answered questions from the Council.

Motion to approve Item F with the modification of the required inspection fee (\$10.00) on the Temporary Outdoor Gym and Salon applications, for tents/canopies over 400 sq. ft.

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

- B. Public Works: Award the annual contract for curb and gutter, sidewalk, driveways and ADA ramp repair work to Cen-Cal Paving Inc. of Lemoore CA for a not to exceed budgeted amount of \$90,000.00.

[Item G] Item pulled by Council Member Sorensen.

Director Doyel answered Council Member Sorensen's questions

Motion to approve as presented.

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

- C. Public Works: Approval of the Final Map and Subdivision Agreement for Tract No. 919, Unit II Bonterra, and accept all easements and dedications offered for public use and adopt the attached Resolution 20-20-R restructuring properties within Assessment District No. 18-01 (District Restructure No. 18-01-C) (Centennial Drive and Fargo Avenue)

[Item H] Item pulled by Council Member Brieno.

Director Doyel answered Council Member Brieno's questions.

Motion to approve to as presented.

Attachment: 8.4.2020 minutes (Clerk: 8-4-2020 Minutes)

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

PUBLIC HEARINGS:

- A. Police Department: Conduct a public hearing to authorize the City Manager to execute an MOU between City of Hanford and Kings County, which would allocate the County's share of the JAG funding to the City and approve the use of \$17,684 in FY2020 Jag Grant funding to purchase needed equipment for the Police Activities League Program.

Mayor Draxler opened Public Hearing and called for the staff report. Chief Sever presented the staff report and invited questions of the Council.

Chief Sever answered questions from the Council.

Mayor Draxler opened Public Comment.

IN FAVOR:

None.

OPPOSED:

None.

Mayor Draxler closed Public Comment.

Motion to approve.

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

GENERAL BUSINESS:

- A. Administration: Introduction and First Reading of Ordinance No. 20-08 amending Municipal Code Section 2.01.18 fixing salaries for the City Council at \$500.00 per month pursuant to Government Code Section 36516 (a)(2)(C).

City Manager Cifuentez provided background information for the Council's review and consideration and answered Council's questions.

Motion to introduce and waive the first reading of Ordinance 20-08.

Attachment: 8.4.2020 minutes (Clerk: 8-4-2020 Minutes)

RESULT:	APPROVED [4 TO 0]
MOVER:	Art Brieno, Council Member
SECONDER:	Francisco Ramirez, Vice Mayor
AYES:	Draxler, Sorensen, Brieno, Ramirez
ABSTAIN:	Devine

- B. Parks and Community Services: Adoption of Resolution 20-21-R; a resolution of the City Council of the City of Hanford approving applications (s) for the Prop 68 Per Capita Grant funding program and update on various park projects and improvements.

Parks and Recreation Director Brad Albert requested that page 141 be retracted from the staff report before his presentation of The Prop 68 Capita Grant funding program. Director Albert also gave an update on various park projects and improvements. Director Albert clarified that the Resolution is not attached to a specific project; the Resolution is a requirement of the grant process. Director Albert also provided an update on various Parks projects and improvements, and responded to comments and questions from the Council.

Motion to approve.

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

- C. Fire Department: Presentation to Council regarding a proposed modification to the Staffing Levels for Fire Station No. 2 and possible direction and authorization from Council.

Fire Chief Steve Pendergrass presented the proposed Firefighter Reclassification and responded to comments and questions from the Council.

Motion to approve.

RESULT:	APPROVED [4 TO 0]
MOVER:	Francisco Ramirez, Vice Mayor
SECONDER:	Martin Devine, Council Member
AYES:	Draxler, Devine, Sorensen, Ramirez
ABSTAIN:	Brieno

COUNCIL FUTURE AGENDA ITEMS:

A. Council Future Agenda Items

Vice Mayor Ramirez expressed his concerns regarding the Citizens Initiative, submitted by Save our Parkland. The Council came to a consensus to have a special Study Session regarding the Citizens Initiative at a later date.

Council Member Sorensen requested a CARES funding update. City Manager Cifuentez stated Hanford was awarded \$733,000 by CARES funding, which will be received in six installments, and Council will need to approve any unbudgeted expenditures.

Council Member Brieno mentioned the public comment made by Jack Swartz regarding teleconference options for public comment at future City Council meetings. City Manager Cifuentez assured Council Member Brieno that he'd follow up on other options.

ADJOURNMENT:

Mayor Draxler adjourned the meeting to closed session at 9:17 p.m.

Respectfully submitted,

Natalie Ortega
Interim City Clerk



AGENDA STAFF REPORT

MEETING DATE: 10/6/2020	AGENDA SECTION: C
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SUBJECT:

City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to Bradley Smith-Glen.

RECOMMENDATION:

That the City Council, by motion, approve the denial of the following claim as the original claim form was insufficient and no amended claim form has been received and authorize the City Clerk to send out notification of such to the claimant.

BACKGROUND:

A claim for damages against the City was received by the following claimant: Bradley Smith-Glen.

After review by the Third Party Administrator, it is the City Manager's decision to act in accordance with the recommendation of the Administrator to deny the claim.

FISCAL IMPACT:

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 10/6/2020	AGENDA SECTION: D
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SUBJECT:

City Clerk: Denial of a claim for damages and authorization for the City Clerk to send out notification of such to The Gas Company.

RECOMMENDATION:

That the City Council, by motion, approve the denial of the following claim as the original claim form was insufficient and no amended claim form has been received and authorize the City Clerk to send out notification of such to the claimant.

BACKGROUND:

A claim for damages against the City was received by the following claimant: The Gas Company

After review by the Third Party Administrator, it is the City Manager's decision to act in accordance with the recommendation of the Administrator to deny the claim.

FISCAL IMPACT:

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 10/6/2020	AGENDA SECTION: E
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SUBJECT:

Police: Approval of the sole-source purchase of the National Incident Based Reporting System (NIBRS) software from Sunridge systems in an amount not to exceed \$25,000.00 and authorization to transfer funding from Fund 1511 to Fund 1512 and adjust the appropriation limits for each fund accordingly.

RECOMMENDATION:

That the City Council, by motion, the sole-source purchase of the National Incident Based Reporting System (NIBRS) software from Sunridge systems in an amount not to exceed \$25,000.00 and authorization to transfer funding from Fund 1511 to Fund 1512 and adjust the appropriation limits for each fund accordingly.

BACKGROUND:

The State of California is requiring all California law enforcement agencies to transition from the Uniform Crime Reporting (UCR) which is used to report all of our crime data to the state, to the National Incident Based Reporting System (NIBRS), which is the crime reporting system used by the rest of the nation by 2021.

NIBRS, when used in California is also referred to as (CIBRS) California Incident Based Reporting System as it was referred to on the attached price quote. The Policy Department has been unable to previously budget for this item because the vendor for the department's records management system has been unable to provide a price quote.

There was no competitive bid process conducted for this purchase as the NIBRS has to be integrated into the current records management system which is provided by a single vendor, Sunridge Systems.

It is being proposed to fund this purchase by using funds previously budgeted to training/travel and reducing that budgeted line item by \$23,074.00. The remaining amount of \$1,924.00 will be

covered through past grants that required some amount of monies being set aside to comply with this mandate. Federal grants are requiring us to be NIBRS compliant.

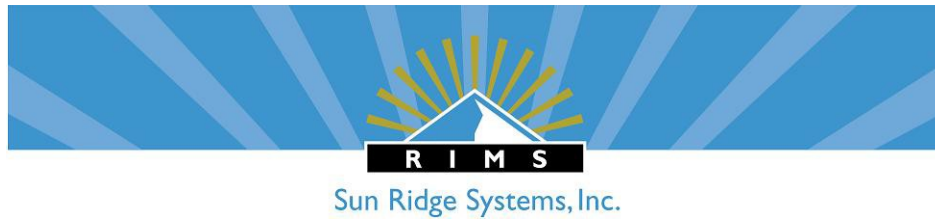
It is being requested to pay for this out of the police departments training/travel account. This line item is able to absorb the reduction in its budget due to the on-going COVID-19 pandemic and its associated delay in being able to provide on-going training to officers. California has waived most of the required officer training at this time. The approved budget includes \$100,000.00 in the training account and this will reduce that budget to \$76,926.00. For the current fiscal year the department has only expended \$9,979.00 out of this account, so it is anticipated that the year will be completed at or below the new budgeted amount.

FISCAL IMPACT:

It is being requested that \$23,074.00 be transferred from 15110000 7770000 Training and Travel to 1512-1000 7495000 Professional Services to pay for this expense.

ATTACHMENTS:

Hanford PD CIBRS



To: Maribel Stinson, Hanford Police Department
From: Tamera Melrose
Subject: Quotation for RIMS Software
Date: September 15, 2020

The following is a quotation for RIMS software based upon your recent request.

Item	Price
RIMS CIBRS Reporting	\$25,000
TOTAL	\$25,000

CIBRS - We are currently designing and developing the California version of our RIMS NIBRS software, however, there are still two significant unknowns that will affect both the cost and schedule. First, the CA DOJ repository software (from a third party vendor; the software that error checks what you send to DOJ and returns an error report to you) is not yet available to vendors such as Sun Ridge for testing. Also, our previous experience in other states has varied as to how long our testing with the repository vendor will take. There is also a certification process that each agency must complete with CA DOJ. We have not yet been advised of the details for the certification process. It could be anywhere from 30 days to six months for each agency or DOJ might have a small number of our agencies go through certification and then certify us as a vendor. The certification process is principally an agency task, but it does involve us and will therefore extend our roll out schedule.

Agencies will be deployed on a first-purchased/first-installed basis.

If you provide us with a purchase order now and we determine a lower price in the future, you will be given the benefit of the lower price.

This quotation is valid for 120 days and may change thereafter. If you have any questions, please call me at 800-474-2565. Thank you for your continued interest in RIMS.



AGENDA STAFF REPORT

MEETING DATE: 10/6/2020

AGENDA SECTION: F

SUBJECT:

Police: Approval of an Amendment to Municipal Code Section 5.56.330 (E) (Operating Requirements for non-storefront retail) to will allow for an increase in the storage capacity for on-site cannabis contingent upon the operator meeting additional security requirements.

RECOMMENDATION:

That the City Council, by motion, approve and adopt the second reading of an Amendment to Municipal Code Section 5.56.330 (E) (Operating Requirements for non-storefront retail) to will allow for an increase in the storage capacity for on-site cannabis contingent upon the operator meeting additional security requirements..

BACKGROUND:

One of the two (2) approved cannabis dispensaries is nearing the milestone of being able to open. At this point, to expedite their opening date, they are planning to open up their operation in phases. In the first phase, they plan to operate as a delivery only dispensary. By doing so, this will allow them to commence operation, and begin to build the local market and generate sales tax, while continuing to finish the required improvements necessary to open their storefront and full retail operation.

While preparing their phasing plan, they identified a conflict with their business model and the City's existing ordinance. Under the existing ordinance, businesses that operate as "delivery only" are restricted to a maximum storage amount of one-week's worth of cannabis sales. This is problematic for the company as it does not allow for enough cannabis to be stored on-site to meet the demand based on the current supply structure. According to the company, their supply chain is not efficient enough to keep up with product usage on a weekly basis.

Accordingly, staff has prepared this amendment to the ordinance, which would allow for a total of 6 weeks of cannabis storage as long as they meet the same requirements as a storefront dispensary.

The requirements are;

1. Product must be secured in a locked vault to which customers, visitors and vendors shall not have access.
2. Must have 24 hour security.
3. All product must be entered into the state mandated track and trace system.
4. Excess product storage shall not exceed the amount of product that would typically be used in a 6 week period.
5. Separate security plan for the additional product being stored shall be approved by the Chief of Police or his/her designee.

Staff believes that this change will meet the needs of this operator and any future operators and recommends approval by the City Council.

FISCAL IMPACT:

No Fiscal Impact.

ATTACHMENTS:

2020 August 5.56.330

5.56.330 Exhibit A

ORDINANCE NO. 19-03

AN ORDINANCE AMENDING CHAPTER 5.56.330 OF TITLE 5 OF THE MUNICIPAL CODE, OPERATING REQUIREMENTS FOR NON-STOREFRONT RETAIL, TO ALLOW ADDITIONAL STORAGE OF CANNABIS SHOULD APPROPRIATE SAFETY AND SECURITY MEASURES BE IN PLACE.

The City Council of the City of Hanford does ordain as follows:

Section 1: The Hanford Municipal Code Chapter 5.56.330 contains requirements for non-storefront cannabis businesses in the City of Hanford.

Section 2: The City Council has held a public hearing on the amendment to Chapter 5.56.330 which will allow the additional storage of cannabis for non-storefront dispensaries that may be located in the City of Hanford.

Section 3: The City Council finds that the adoption of this ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the following sections of the CEQA Guidelines, 14 Cal. Code of Regulations, Chapter 3:

- A. The ordinance is exempt under Section 15061(b) (3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The ordinance permits a very limited number of commercial cannabis businesses, and the commercial cannabis businesses will have no impacts that are different than the farming, manufacturing, distribution, laboratory, and delivery activities already authorized within the City. Furthermore, the ordinance contains requirements that prevent any potential impacts on the environment that may be unique to businesses involving medical and non-medical cannabis. For example, the ordinance establishes prohibitions on nuisance odors, glare, excess energy usage, and establishes safety protections to prevent crime or deterioration of the business area into blight, prohibition on usages of hazardous chemicals except for those usages that are consistent with state standards for those chemicals, and a prohibition on usage of excess water in violation of drought laws etc. Further, there is no possibility that this ordinance would create cumulative impacts that are significant because this ordinance does not authorize a total number of businesses in the city than would have been otherwise authorized, does not authorize construction or other related activities or any other activities that are not already permitted, except that the ordinance allows the same activities but with a different material (medical cannabis and nonmedical cannabis) that is being grown, sold, transported, or otherwise utilized in some form; there are no other significant impacts that could occur as a result of this ordinance, and there are no unusual circumstances that would cause any such significant impacts;
- B. The ordinance is also exempt under Section 15183 (projects consistent with a community plan, general plan, or zoning) since the types of businesses permitted by the ordinance are consistent with those contemplated by general plan and

zoning, such as farming, manufacture, and distribution of other agriculture products and/or products to be used as pharmaceuticals;

SECTION 4: The City Council of the City of Hanford does ordain that Chapter 5.56.330 is hereby amended as shown in Exhibit A.

SECTION 5. That the ordinance shall take effect thirty (30) days after its passage, and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage or a summary of this ordinance shall be published in the Hanford Sentinel in a manner consistent with the requirements of the California Government Code.

Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on August 15, 2020, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED

JOHN DRAXLER
MAYOR of the City of Hanford

ATTEST:

NATALIE ORTEGA
CITY CLERK

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

I NATALIE ORTEGA, City Clerk of the City of Hanford, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Hanford on the 15th day of AUGUST, 2020, and it was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the ____ day of _____, 2020.

Attachment: 2020 August 5.56.330 (PD: Amendment to 5.56.330)

NATALIE ORTEGA
CITY CLERK

Exhibit A
Chapter 5.56

Attachment: 2020 August 5.56.330 (PD: Amendment to 5.56.330)

EXHIBIT A

(PROPOSED CHANGES HIGHLIGHTED IN YELLOW)

Current ordinance reads,

5.56.330 Operating requirements for non-storefront retail.

A. Non-storefront retailer (delivery) license owners and operators are required to verify the age and the necessary documentation of each medical customer to ensure the customer is not under the age of eighteen (18) years, and to verify that the potential customer has a valid doctor's recommendation. Doctor recommendations are not to be obtained or provided at the retail location.

B. All storefront retailers, non-storefront retailers (delivery) and microbusinesses which conduct deliveries into or within the city of Hanford shall be required to obtain a permit from the city of Hanford in order to conduct retail sales regardless if they are located in the city or another local jurisdiction.\

C. Operating hours of the non-storefront retailer license shall be limited to the hours of nine a.m. through nine p.m., seven days a week.

D. The commercial non-storefront retailer shall only sell cannabis or cannabis products to a natural person twenty-one (21) years of age or older, or a natural person eighteen (18) years of age or older who possesses a physician's recommendation for medical cannabis use only.

E. The commercial cannabis non-storefront retailer may only have on site that quantity of cannabis and cannabis products reasonably anticipated to meet the weekly demand for which they may need to be readily available for sale.

The proposed change would amend the ordinance as follows.

5.56.330 Operating requirements for non-storefront retail.

A. Non-storefront retailer (delivery) license owners and operators are required to verify the age and the necessary documentation of each medical customer to ensure the customer is not under the age of eighteen (18) years, and to verify that the potential customer has a valid doctor's recommendation. Doctor recommendations are not to be obtained or provided at the retail location.

B. All storefront retailers, non-storefront retailers (delivery) and microbusinesses which conduct deliveries into or within the city of Hanford shall be required to obtain a permit from the city of Hanford in order to conduct retail sales regardless if they are located in the city or another local jurisdiction.\

C. Operating hours of the non-storefront retailer license shall be limited to the hours of nine a.m. through nine p.m., seven days a week.

D. The commercial non-storefront retailer shall only sell cannabis or cannabis products to a natural person twenty-one (21) years of age or older, or a natural person eighteen (18) years of age or older who possesses a physician's recommendation for medical cannabis use only.

E. Except as otherwise provided herein, the commercial cannabis non-storefront retailer may only have on site that quantity of cannabis and cannabis products reasonably anticipated to meet the weekly demand for which they may need to be readily available for sale.

The commercial cannabis non-store front dispensary may store additional product on-site if they meet the following requirements.

- a) Product must be secured in a locked vault to which customers, visitors and vendors shall not have access.
- b) Must have 24-hour security.
- c) All product must be entered into the state mandated track and trace system.
- d) Excess product storage shall not exceed the amount that would typically be used in a 6 week period.
- e) Separate security plan for the additional product being stored shall be approved by the Chief of Police or his/her designee.



AGENDA STAFF REPORT

MEETING DATE: 10/6/2020	AGENDA SECTION: H
--------------------------------	--------------------------

SUBJECT:

Public Works: Authorization for the City Manager to sign the attached ISA Acceptance and Waiver Letter for the State of California as it relates to the relinquishment of state right-of-way to the City of Hanford at 12th Avenue and the Union Pacific Railroad.

RECOMMENDATION:

That the City Council, by motion, authorize the City Manager to sign the attached ISA Acceptance and Waiver Letter for the State of California as it relates to the relinquishment of state right-of-way to the City of Hanford at 12th Avenue and the Union Pacific Railroad.

BACKGROUND:

As part of the 12th Avenue / Highway 198 Interchange Improvement Project, Caltrans acquired additional street rights of ways necessary to facilitate capacity enhancement improvements to the interchange. The additional street right of way and accompanying improvements are located within the City's jurisdictional boundaries (See attached relinquishment map).

The improvement areas identified as segments 1 through 8 were previously transferred to the City by Relinquishment No. 87161, which recorded December 21, 2017 and is enclosed for reference. This segment would have been included in that relinquishment, but Caltrans needed consent from Union Pacific Railroad ("UPRR") to relinquish it because they acquired the right of way from them. Initially, UPRR did not reply to Caltrans numerous requests but finally gave consent on July 22, 2020. Accordingly, this document was prepared to finalize the project.

FISCAL IMPACT:

Maintenance of curbs, gutters, sidewalk and street pavement located within the relinquishment areas will be performed by the Public Works Department - Street Division. Funding for maintenance is included in the Street Division Operations and Maintenance Budget.

ATTACHMENTS:

ISA Acceptance & Waiver Letter
Rel Map 88426
87161_Recorded_reso
ISA_8-21-20

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
 855 M Street, Suite 200
 Fresno, CA 93721
 Attn: Glenn Medina, PLS

06-KIN-198-PM 16.9
 E.A. 06-48750
 RELINQUISHMENT
 No. 88426

Pursuant to the Streets and Highways Code, Sections 73 and 130, the City of Hanford has reviewed your offer to accept that portion of State right of way to be relinquished per the attached map.

Please Check One:

- ☐ Yes, we are willing to accept the Relinquishment in its current environmental condition and setting, including, but not limited to, the presence of hazardous materials as described in the Hazardous Waste Assessment date August 21, 2020 and Hazardous Materials Disclosure Document dated August 21, 2020. The City of Hanford has received and reviewed a copy of the above-referenced documents. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CALTRANS will not be responsible for any present or future remediation of said hazardous materials. Please proceed with preparing the final submittal.
- ☐ No, we are not interested in accepting the Relinquishment. (Please list your reasons why)

Please Check One:

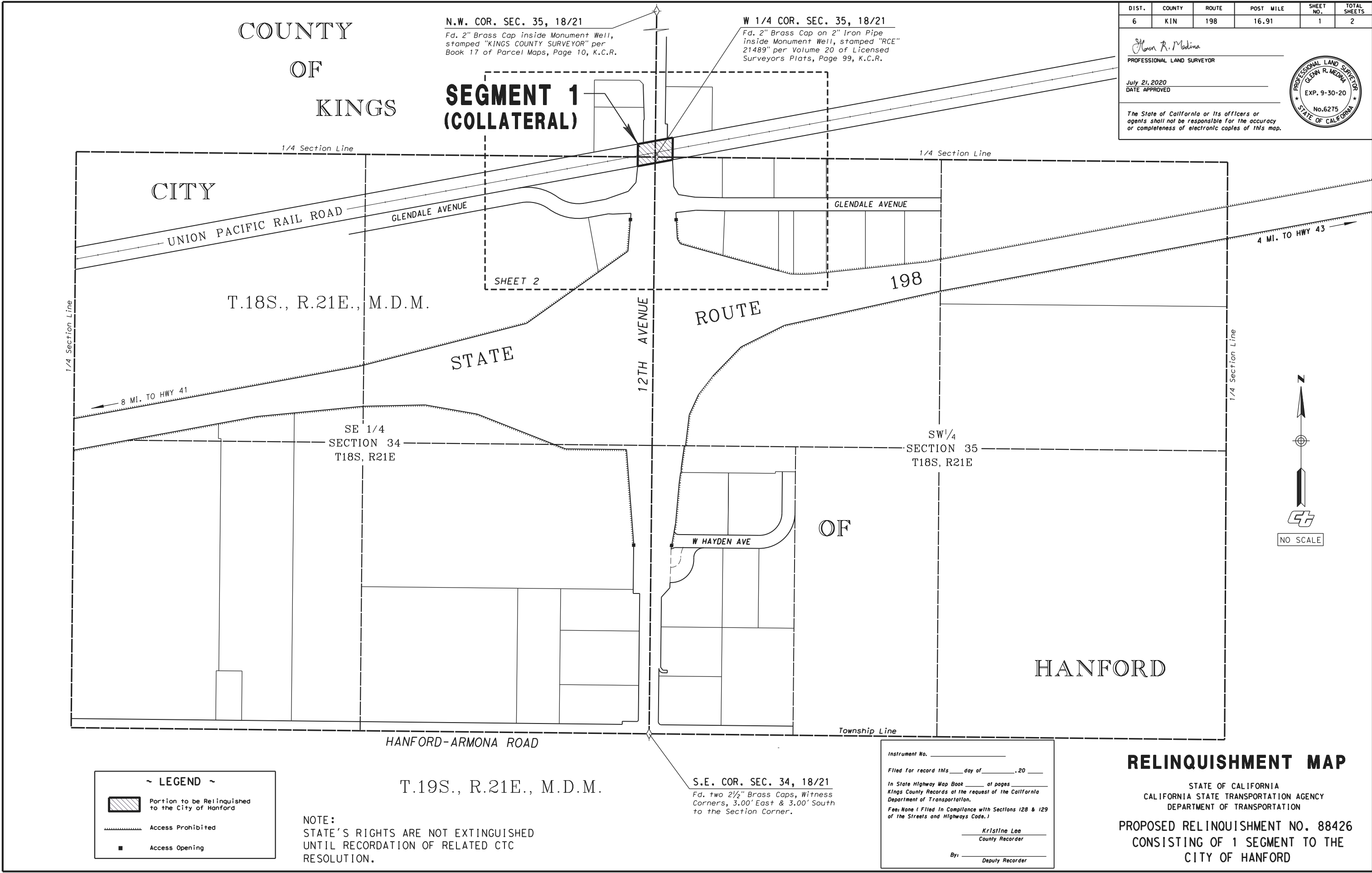
- ☐ Yes, we agree to waive the ninety (90) days' notice of "Intention to Relinquish" requirement contained in Section 73 of the Streets and Highways Code.
- ☐ No, we do not agree to waive the ninety (90) days' notice of "Intention to Relinquish" requirement contained in Section 73 of the Streets and Highway Code.

As the City Manager for the City of Hanford and having the authority to act on behalf of the City Council, I attest to the above checked items.

By: _____
 City Manager

Date: _____

Attachment: ISA Acceptance & Waiver Letter (PW: 12th Avenue / UPRR Relinquishment)



Attachment: Rel Map 88426 (PW: 12th Avenue / UPRR Relinquishment)

DIST.	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS
6	KIN	198	16.91	2	2

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this map.

NOTE:
STATE'S RIGHTS ARE NOT EXTINGUISHED
UNTIL RECORDATION OF RELATED CTC
RESOLUTION.

T.18S., R.21E., M.D.M.

CITY

C 1/4 COR. SEC. 34, 18/21

Fd. 1" Iron Pipe, tagged RCE 21489
6" down, per Volume 20 of Licensed
Surveyors' Plats, Page 99, K.C.R.

N	2,000,608.02
E	6,360,761.86

N.W. COR. SEC. 35, 18/21

Fd. 2" Brass Cap on 2" Iron Pipe
inside Monument Well, stamped
"KINGS COUNTY SURVEYOR", per Book
17, Page 10, of Parcel Maps, K.C.R.

W 1/4 COR. SEC. 35, 18/21

Fd. 2" Brass Cap on 2" Iron Pipe inside Monument Well, stamped "RCE 21489", per Volume 20, Page 99, of Licensed Surveyors Plats, K.C.R.

N	2,000,583.27
E	6,363,423.70

SEGMENT 1

UNION PACIFIC RAIL ROAD

Southern Pacific R.R.

PARCEL
BOOK 12,
D. 1

MAP
PAGE 31

PARCEL NO. 2

SECTION 35

W.1/4 COR. SEC. 36, 18/21

Fd. 2-1/2" Brass Cap flush in
concrete, stamped "KINGS COUNTY
SURVEYOR", per K.C.C.R. # 2177

N	2,000,535.70
E	6,368,696.70

GLENDAL E AVENUE

PARCEL

BOOK 11, PAGE 22

PARCEL B

MAP

PARCEL C

SECTION \ 34

AUTO MALL
BOOK 20; PAGE 99

LOT 6

LOT 7

LOT 8

NOTES

COORDINATES AND BEARINGS ARE ON
CCS 1983 (1991.35) ZONE 4. DISTANCES
AND STATIONING ARE GRID DISTANCES.
DIVIDE BY 0.99994918 TO OBTAIN
GROUND DISTANCES. ALL DISTANCES
ARE IN FEET UNLESS OTHERWISE
NOTED.

S.E. COR. SEC. 34, 18/21

Fd. two 2 1/2" Brass Caps, Witness
Corners, 3.00' East & 3.00' South
to the Section Corner, stamped
"ZHA W.C. 3.00' LS8167",
Flush in conc. per K.C.C.R. #3557

N	1,997,930.28
E	6,363,395.64

HANFORD

RELINQUISHMENT MAP

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RELINQUISHMENT NO. 88426
CONSISTING OF 1 SEGMENT TO THE
CITY OF HANFORD

Attachment: Rel Map 88426 (PW: 12th Avenue / UPRR Relinquishment)

Packet Pg. 48

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

DEPARTMENT OF TRANSPORTATION
Central Region Southeast Surveys
855 "M" Street, Suite 200
Fresno, CA 93721
Attn: Kuldeep Brar

State Business – No Recording Fee
(Gov. Code 27383)
DEPT. OF TRANSPORTATION



DOC NBR: 1722482 12/21/2017 10:04:15 AM
OFFICIAL RECORDS OF Kings County
Clerk-Recorder, Kristine Lee
RECORDING FEE: \$0.00
COUNTY TAX: \$0.00
CITY TAX: \$0.00



DEPARTMENT OF TRANSPORTATION

DOC TYPE: 27
2 PGS
R056

RELINQUISHMENT OF HIGHWAY RIGHT OF WAY IN THE
CITY OF HANFORD, ROAD 06-KIN-198-PM R16.91
Request No. 87161

WHEREAS, by Relinquishment Agreement dated August 12, 2016, and Amendment No.1 to Agreement 06-1602 dated July 12, 2017, between the City of Hanford and the State of California, the City waived the 90-day notice requirement and agreed to accept title to highway right of way, referred to as RELINQUISHED FACILITIES in said agreement, upon relinquishment thereof to said City by the State of California; and

WHEREAS, the State of California has acquired right of way for the above-mentioned collateral facilities in the City of Hanford, along Route 198 on 12th Avenue; and

WHEREAS, this Commission has found and determined, and does hereby find and determine, that it is desirable and in the public interest that said collateral facilities be relinquished to the City of Hanford for use as city streets.

**TRANSPORTATION COMMISSION
RESOLUTION No. R-3997**

PASSED BY

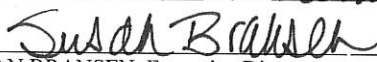
CTC
DEC 06 2017
CALIFORNIA
TRANSPORTATION COMMISSION

Attachment: 87161_Recorded_reso (PW: 12th Avenue / UPRR Relinquishment)

NOW, THEREFORE, IT IS VOTED by the California Transportation Commission that it relinquish, and it does hereby relinquish, to the City of Hanford, effective upon the recordation of a certified copy hereof with the Recorder of Kings County, all of the State of California's right, title and interest in and to said collateral facilities in said City, together with the right of way and appurtenances thereof, described as follows:

Those portions of collateral facilities adjacent to State Route 198 in Sections 34 and 35, Township 18 South, Range 21 East, Mount Diablo Meridian, in the City of Hanford, County of Kings, as shown on that certain map entitled "RELINQUISHMENT NO. 87161 CONSISTING OF 8 SEGMENTS TO THE CITY OF HANFORD" and recorded on October 9, 2017, as document number 1717542, in State Highway Map Book 2 at Page 14, Kings County Recorder's Office.

THIS IS TO CERTIFY that the foregoing resolution was duly passed by the California Transportation Commission at its meeting regularly called and held on the 6th and 7th days of December 2017 in the city of Riverside and that the foregoing is a full and correct copy of the original resolution. Dated this 6th day of December 2017.


SUSAN BRANSEN, Executive Director
CALIFORNIA TRANSPORTATION COMMISSION

END OF DOCUMENT

Memorandum

*Making Conservation a
California Way of Life.*

To: GLENN MEDINA
Senior Transportation Surveyor
Central Region Surveys Project Coordinator

Date: August 21, 2020

File: KIN 198
PM 16.9
EA 06-48750
ID 06-0000-0488

Michael Leongson

From: MICHAEL LEONGSON, P.E. 78953
Senior Transportation Engineer
Central Region Hazardous Waste and Paleontology Branch

Subject: HAZARDOUS WASTE ASSESSMENT: RELINQUISHMENT REL-# 88426

This memo presents an assessment of known or likely hazardous materials and waste related concerns pertaining to relinquishment REL # 88426.

Site Description

The relinquishment consists of a section of 12th Avenue in Hanford where it crosses the Union Pacific Railroad tracks, approximately 475 feet north of the 12th Avenue/State Route (SR) 198 off-ramp. See Attachment 1 for a site location map.

Current Site Use

The relinquishment area occupies a portion of 12th Avenue and includes a raised concrete median, sidewalk, railroad crossing with associated flashing beacon lights, signals, and crossing gates.

Use Prior to Acquisition by Caltrans

Based on a review of aerial photographs taken of the relinquishment area between 1994 and 2020, prior to acquisition, the relinquishment area was previously occupied by 12th Avenue and a Union Pacific Railroad crossing.

Utility Easements and Pipelines

An unlined canal is located immediately northeast of the area but enters an underground pipe at the relinquishment area's boundary and crosses beneath the area. The right-of-way maps associated with the segments do not indicate the presences of additional easements.

Geotracker/Envirostore Data

The regulatory databases Geotracker and Envirostore maintained by the California State Water Resources Control Board and the California Department of Toxic Substances Control (DTSC), respectively, did not identify any regulated properties on or adjacent to the relinquishment area.

Aerially Deposited Lead

Tetraethyl lead was first added to gasoline, as an anti-knock additive, in the early 1920s. California ended the use of leaded fuel for any on-road motor vehicles in 1994, with the remainder of the United States banning use in 1996. Lead is still an additive to aviation fuels. Particulate lead was discharged in vehicle exhaust settling on and along California's highways. The lead discharged from motor vehicles

Relinquishment REL# 88426
 August 21, 2020
 Page 2 of 3

that accumulated in roadside soil is referred to as aerially-deposited lead (ADL). Elevated concentrations of ADL are present in roadside soils throughout California.

Caltrans has sampled for ADL in the relinquishment area and it was determined that, based on total and soluble lead concentrations, that the soil was non-hazardous. The ADL report, dated March 9, 1998, has been included as an attachment.

Striping/Pavement Markings

Lead chromate was a constituent of striping paint and pavement marking materials but has been phased out by Caltrans. However, older striping and pavement marking materials having elevated concentration of lead may still be present. Caltrans has not tested these materials to determine if they contain lead chromate. These materials must be appropriately managed if they contain elevated lead chromate.

California Geologic Survey Mineral Hazard Database Review

The California Geologic Survey has compiled maps identifying mineral hazards within California, including petroleum, lithologic units and structures containing naturally occurring asbestos, mercury, asbestos and other mineral hazards.

These maps indicate that the relinquishment area is not located within a geologic unit known to contain naturally-occurring asbestos or other hazardous minerals.

There no faults mapped on the CGS maps within the relinquishment areas where naturally-occurring asbestos may be present on the slip faces.

There are no known gas wells, oil wells, or seeps identified on the CGS maps within or adjacent to the relinquishment area.

Chemically-Treated Wood

Wood products such as sign posts are commonly treated with chemical preservatives to protect the wood from insects, microorganisms, fungi, and other environmental conditions that can cause wood decay. Treated wood contains elevated concentrations of hazardous chemicals, once these wood products are removed from service they must be managed under the alternative management standards developed by DTSC.

Based upon visual survey of the relinquishment area by *Google Earth Street-View imagery* chemically treated wood is not present within the area to be relinquished.

Spills and Accidental Releases

The Caltrans Maintenance program has no records of spills or accidental releases of hazardous materials within the area of relinquishment.

Visual Observations

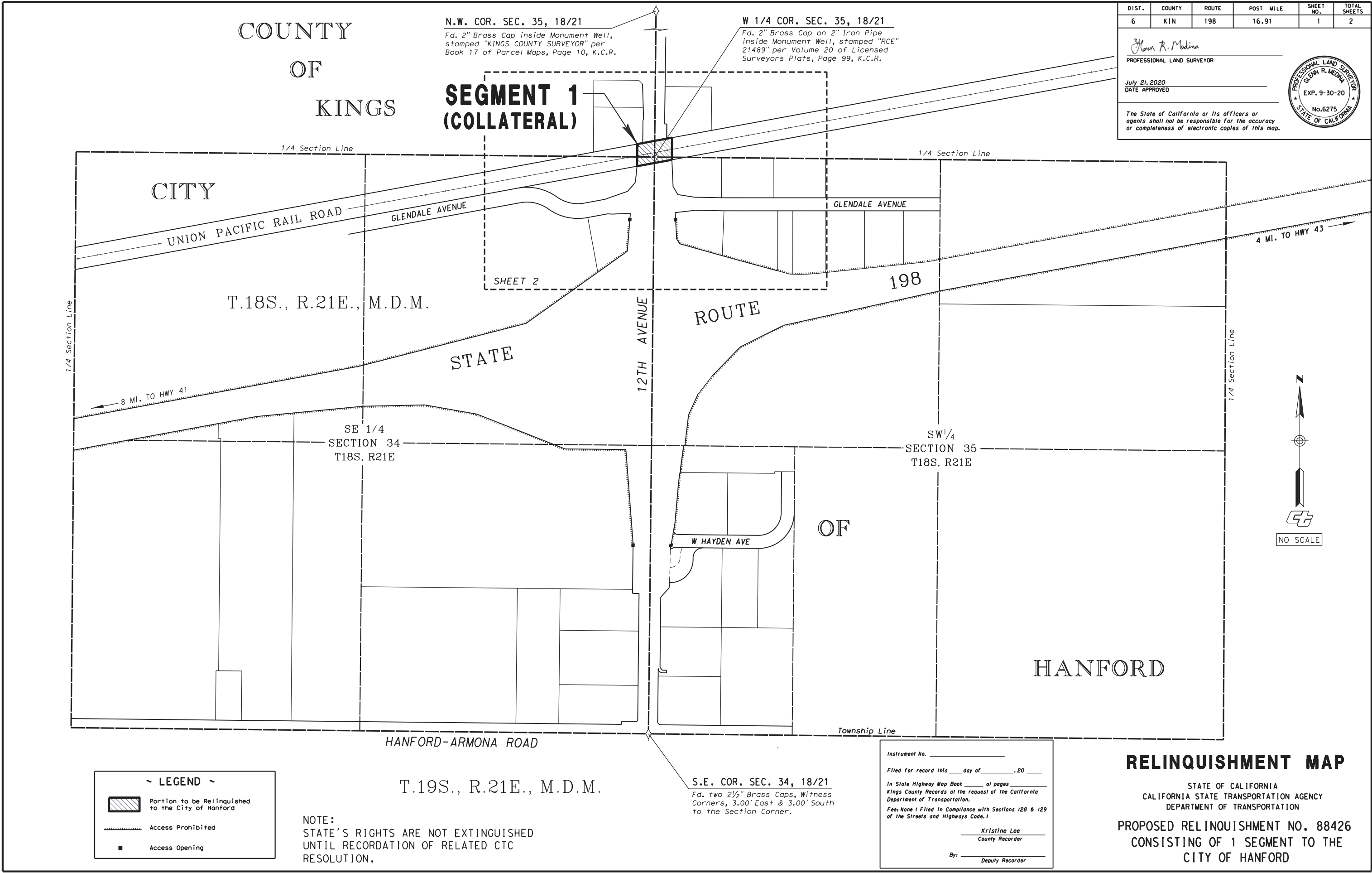
Vacant parcels are located immediately northeast and southwest of the relinquishment area. A retail shopping center is located to the northwest and an equipment rental yard is located to the southeast. It is unknown whether the identified structures adjacent to the relinquishment area may have released hazardous materials that could have entered the parcel being relinquished.

Relinquishment REL# 88426
August 21, 2020
Page 3 of 3

Attachment(s)

- 1: Map of Relinquishment
- 2: ADL Report

Attachment: ISA_8-21-20 (PW: 12th Avenue / UPRR Relinquishment)



Attachment: ISA_8-21-20 (PW: 12th Avenue / UPRR Relinquishment)

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T.18S., R.21E., M.D.M.

CITY

C 1/4 COR. SEC. 34, 18/21

Fd. 1" Iron Pipe, tagged RCE 21489
6" down, per Volume 20 of Licensed
Surveyors' Plats, Page 99, K.C.R.

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E	6,360,761.86

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N	2,000,583.27
E	6,363,423.70

N	2,003,236.39
E	6,363,451.53

SEGMENT 1

UNION PACIFIC RAIL ROAD

Southern Pacific R.R.

N89°29' 04"W 5273.22'

PARCEL	MAP
BOOK 12,	PAGE 31

PARCEL NO. 1

PARCEL NO. 2

GLENDAL E AVENUE

W.1/4 COR. SEC. 36, 18/21

Fd. 2-1/2" Brass Cap flush in
concrete, stamped "KINGS COUNTY
SURVEYOR", per K.C.C.R. # 2177

PARCEL

BOOK 11, PAGE 22

PARCEL	B
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MAP

PARCEL C

SECTION \ 34

AUTO MALL
BOOK 20; PAGE 99

LOT 6

LOT 7

LOT 8

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S.E. COR. SEC. 34, 18/21

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Corners, 3.00' East & 3.00' South
to the Section Corner, stamped
"ZHA W.C. 3.00' LS8167",
Flush in conc. per K.C.C.R. #3557

N	1,997,930.28
E	6,363,395.64

HANFORD

RELINQUISHMENT MAP

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RELINQUISHMENT NO. 88426
CONSISTING OF 1 SEGMENT TO THE
CITY OF HANFORD

Attachment: ISA_8-21-20 (PW: 12th Avenue / UPRR Relinquishment)

Packet Pg. 55

Site B

N/A

AERIAL LEAD
SITE INVESTIGATION REPORT

ROUTE 198
KILOMETER POST 22.5 TO 28.8
KINGS COUNTY, CALIFORNIA

PM: 14.0/17.9



GEOCON

GEOTECHNICAL
&
ENVIRONMENTAL
CONSULTANTS

PREPARED FOR

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DISTRICT 6

FRESNO, CALIFORNIA

TASK ORDER NO. 06-278601-GC
GEOCON PROJECT NO. S8130-06-57
EA NO. 364801

9,
MARCH 1998

Attachment: ISA_8-21-20 (PW: 12th Avenue / UPRR Relinquishment)

GEOCON

G E O T E C H N I C A L A N D E N V I R O N M E N T A L C O N S U L T A N T S



Project No. S8130-06-57
March 9, 1998

California Department of Transportation
District 6
Post Office Box 12616
Fresno, California 93778

Attention: Mr. M. L. Bloom, Sr.

Subject: ROUTE 198 KILOMETER POST 22.5 TO 28.8
KINGS COUNTY, CALIFORNIA
CONTRACT NO. 43Y097
TASK ORDER NO. 06-278601-GC
EA NO. 364801
AERIAL LEAD SITE INVESTIGATION REPORT

Dear Mr. Bloom:

In accordance with Caltrans Contract No. 43Y097 and Task Order No. 06-278601-GC, Geocon Environmental Consultants, Inc. (Geocon) has performed environmental engineering services at the above-referenced project site. The project site consists of State Route 198 from approximately 11th Avenue to 15th Avenue in Hanford, California.

The accompanying report summarizes the services performed including the excavation of 39 hand-auger borings, limited soil sampling and laboratory testing.

If there are any questions concerning the contents of this report, or if Geocon may be of further service, please contact the undersigned at your convenience.

Very truly yours,

GEOCON ENVIRONMENTAL CONSULTANTS, INC.

John E. Juhrend, PE, CEG
Project Manager

Rebecca L. Silva
Sr. Staff Environmental Scientist

RLS:JEJ:db

(5) Addressee

Attachment: ISA_8-21-20 (PW: 12th Avenue / UPRR Relinquishment)

The contents of this report reflect the views of Geocon Environmental Consultants, Inc., who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the State of California or the Federal Highway Administration. This report does not constitute a standard, specification, or regulation.

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FIGURES

1. Vicinity Map

TABLES

1. Soil Sampling and Analysis Summary
2. Summary of Soil Analytical Results - Total and Soluble Lead
3. Summary of Statistical Analysis - Total Lead

APPENDICES

- A. DTSC Variance
- B. Caltrans District 6 Encroachment Permit
- C. Laboratory Reports and Chain-of-Custody Documentation

AERIAL LEAD SITE INVESTIGATION REPORT

1.0 INTRODUCTION

This Aerial Lead Site Investigation (SI) report for the State Route 198 (Rt. 198) kilometer post (KP) 22.5 to 28.8 project site was prepared under Caltrans Contract No. 43Y097 and Task Order (TO) No. 06-278601-GC.

1.1 Project Description and Proposed Improvements

The project site consists of Rt. 198 from 11th Avenue to 15th Avenue in Hanford, California. Proposed improvements for the project site consist of widening the inside shoulders and construction of a concrete median barrier. The approximate project location is identified as Site B on the attached Vicinity Map, Figure 1.

1.2 General Objectives

The purpose of the scope of work outlined in TO No. 06-278601-GC was to evaluate whether impacts due to aerial lead deposition from motor vehicle exhaust exist in the surface and near surface soils within the project boundaries. The investigative results will be used by Caltrans to inform the construction contractor of the presence of lead impacted soil (if encountered) within the project boundaries for health, safety and disposal purposes. In addition, information was obtained to evaluate total lead concentrations in order to determine the applicability of the State of California Department of Toxic Substance Control (DTSC) variance with respect to soil materials generated during construction excavation activities and its potential reuse within the Caltrans right of way.

Attachment: ISA_8-21-20 (PW: 12th Avenue / UPRR Relinquishment)

2.0 BACKGROUND

2.1 Potential Lead Soil Impacts

Ongoing testing by Caltrans has indicated that aerial deposited lead exists along major freeway routes due to emissions from vehicles powered by leaded gasoline. Caltrans reports that total lead concentrations in soil adjacent to the freeways have typically ranged between 50 and 3,000 parts per million (ppm). The aerial deposited lead is generally limited to the upper 0.6 meter of soil material within unpaved shoulder and median areas.

2.2 Hazardous Waste Determination Criteria

Regulatory criteria for determining whether soils are to be classified as "hazardous waste" for disposal purposes based on their metals content are contained in the *California Code of Regulations*, Title 22, Division 4.5, Chapter 11, Article 3, Section 66261.24, and are known as the Total Threshold Limit Concentration (TTLC) and Soluble Threshold Limit Concentration (STLC) values.

When metals concentrations are greater than ten times their STLC value, regulatory agencies typically initiate the requirement for a solubility test for the constituent of concern. The solubility test is known as the Waste Extraction Test (WET) and it is the results from the WET method that may be compared to the STLC value. The TTLC value for lead is 1,000 milligrams per kilogram (mg/kg) and the STLC for lead using acid extract is 5.0 milligrams per liter (mg/l).

2.3 DTSC Variance

The DTSC issued a variance on September 26, 1996 regarding the disposition of aerial deposited lead impacted soils within Caltrans District 6 projects. Review of the variance indicates the following conditions regarding Caltrans' reuse and management of aerial lead impacted soil as fill materials for construction and maintenance operations.

CATEGORY 1:

Soils containing 0.5 mg/l extractable lead or less [based on a modified waste extraction test using deionized water as the extractant (DI-WET)] and 1,575 mg/kg or less total lead may be used as fill provided that the lead-contaminated soils are placed a minimum of 1.5 meters above the maximum water table elevation and covered with at least 0.3 meter of clean soil.

CATEGORY 2:

Soils containing more than 0.5 mg/l and less than 50 mg/l extractable lead (based on a DI-WET test) or more than 1,575 mg/kg total lead but less than 4,150 mg/kg total lead may be used as fill provided that the lead-contaminated soils are placed a minimum of 1.5 meters above the maximum water table elevation and protected from infiltration by a pavement structure maintained by Caltrans.

CATEGORY 3:

Contaminated soils with a pH less than 5.0 shall only be used as fill material under the paved portion of the roadway.

The definition of "clean" soil is not included in the variance. A review of the "Preliminary Endangerment Assessment Guidance Manual," prepared by Cal-EPA, dated January 1994 indicates that for "screening purposes, the Office of Scientific Affairs (OSA) has established that inorganic lead concentrations less than 130 ppm (mg/kg) in soil constitutes an acceptable human health risk." For the purposes of this report, "clean" soil is defined as those sample locations exhibiting; (1) total lead concentrations less than 130 mg/kg, (2) soluble lead concentrations, WET and DI-WET, less than 5 mg/l and 0.5 mg/l, respectively, and (3) pH values greater than 5.

The DTSC variance is presented in Appendix A.

3.0 SCOPE OF SERVICES

The following scope of services as requested by Caltrans in TO No. 06-278601-GC was performed:

3.1 Pre-Field Activities

- Conducted a pre-work meeting on January 14, 1998. The pre-work meeting was attended by the Caltrans' contract manager, Mr. M. L. Bloom, Sr., and Geocon's representatives, Mr. John Juhrend and Ms. Rebecca Silva. During the pre-work meeting, the Site Visit Checklist, Completion Schedule and Notice to Proceed were executed by the Caltrans and Geocon contract managers.
- Obtained Caltrans District 6 Encroachment Permit No. 0698-NSV-0047 dated January 21, 1998 to perform hand-auger excavations and obtain soil samples within the Caltrans right of way. A copy of the encroachment permit is presented in Appendix B.
- Prepared a Workplan dated January 16, 1998 which describes the requested scope of services and quality assurance/quality control (QA/QC) sampling and laboratory procedures.
- Prepared a Health and Safety Plan dated January 19, 1998 to provide guidelines on the use of personal protective equipment during the field activities.

3.2 Field Activities

The field activities consisted of collecting soil samples at the Rt. 198 KP 22.4 to 28.8 project site on February 10, 1998. Details of the sampling activities are presented below.

One hundred seventeen soil samples were collected from 39 hand-auger borings (B1 through B39) at the Caltrans designated soil sampling locations. The soil borings were located at approximate 250 meter intervals within the Rt. 198 median and were excavated to an approximate maximum depth of 0.6 meter below the ground surface (bgs).

Soil samples were collected at general depths of 0 to 0.15 meter, 0.15 to 0.3 meter, and 0.45 to 0.6 meter bgs. A summary of the boring locations and sample depths is presented on Table 1.

4.0 INVESTIGATIVE METHODS

4.1 Boring Location Rationale

The boring and soil sampling locations were designated by Caltrans in the areas proposed for widening of shoulders and construction of a concrete median barrier.

4.2 Sampling Procedures

Soil samples obtained from the borings were collected directly from the hand-auger bucket and transferred to resealable plastic bags. The sample bags were labeled and transported to Advanced Technology Laboratories (ATL), a California-certified analytical laboratory, using standard chain-of-custody documentation.

The sampling equipment was cleansed prior to the collection of each soil sample by washing the equipment with an Alconox solution and rinsing with deionized water and/or brushing off loose soil particles. The rinseate was discharged to the ground surface at the completion of the field activities. The hand-auger borings were backfilled with the soil cuttings.

The field sampling activities were performed under the direct supervision of Geocon's field supervisor.

4.3 Laboratory Analyses

The soil samples collected within the project boundaries were submitted to the laboratory for the following analyses under standard turn around time:

- One hundred seventeen samples were tested for total lead following EPA Test Method 6010.
- Five soil samples were tested for DI-WET soluble lead following EPA Test Method 7420.
- Twelve soil samples were tested for soil pH following EPA Test Method 9045.

QA/QC procedures were performed for each method of analysis with specificity for each analyte listed in the test method's QA/QC. The laboratory QA/QC procedures included the following:

- One method blank for every ten samples, batch of samples or type of matrix, whichever was more frequent.
- One sample analyzed in duplicate for every ten samples, batch of samples or type of matrix, whichever was more frequent.
- One spiked sample for every ten samples, batch of samples or type of matrix, whichever was more frequent, with spike made at ten times the detection limit or at the analyte level.

Prior to submitting the soil samples to the laboratory, the chain-of-custody documentation was reviewed for accuracy and completeness. Reproductions of the laboratory reports and chain of custody documentation are presented in Appendix C.

5.0 FIELD OBSERVATIONS AND INVESTIGATIVE RESULTS

5.1 Site Geology and Hydrogeology

Soil encountered during the excavation of the boreholes was generally comprised of fine to coarse grained sand and clayey sand to an approximate depth of 0.6 meter bgs. Groundwater was not encountered during the excavation of the soil borings.

5.2 Soil Analytical Results

One hundred seventeen soil samples were collected from 39 borings within the project boundaries. Total lead was detected in 56 of the 117 soil samples at concentrations ranging from 5.2 to 431 mg/kg. Eight of the 117 soil samples (7%) had reported total lead concentrations greater than 50 mg/kg (ten times their STLC value for total lead of 5.0 mg/l). Five of the 117 soil samples (4%) had reported total lead concentrations in excess of the Cal-EPA OSA human health risk designation concentration for lead of 130 mg/kg. None of the 117 soil samples had reported total lead concentrations exceeding the TTLC value for total lead of 1,000 mg/kg or the DTSC variance Category 1 total lead threshold limit of 1,575 mg/kg.

Five soil samples tested for DI-WET soluble lead had reported concentrations ranging from less than the laboratory detection limit (0.15 mg/l) to 0.39 mg/l. None of the five soil samples had reported DI-WET soluble lead concentrations exceeding the DTSC Variance Category 1 limit of 0.5 mg/l.

Soil pH analyses were performed on 12 soil samples obtained from within the project boundaries. The soil pH values ranged from 8.32 to 9.42. None of the pH values were reported as less than the DTSC Variance Category 3 pH limit of 5.0.

The soil sample analytical results are summarized on Table 2.

5.3 Soil Statistical Analysis

The results of statistical calculations performed on the total lead analytical data using a computer program entitled "Statistics for Sampling of Water and Wastewaters," prepared by the EPA Office of Research and Development are presented on Table 3. The statistical analysis was performed using total lead concentration data for samples obtained from within the project boundaries. The results of the statistical analysis performed indicate the following mean total lead values.

<u>Soil Sample Depth</u>	<u>Mean Total Lead</u>
0 to 0.15 meter	45.1 mg/kg
0.15 to 0.3 meter	<5.0 mg/kg
0.45 to 0.6 meter	5.9 mg/kg

6.0 CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are based on the site investigation results and the proposed reuse and/or offsite disposal of excavated soil material generated from the subject project.

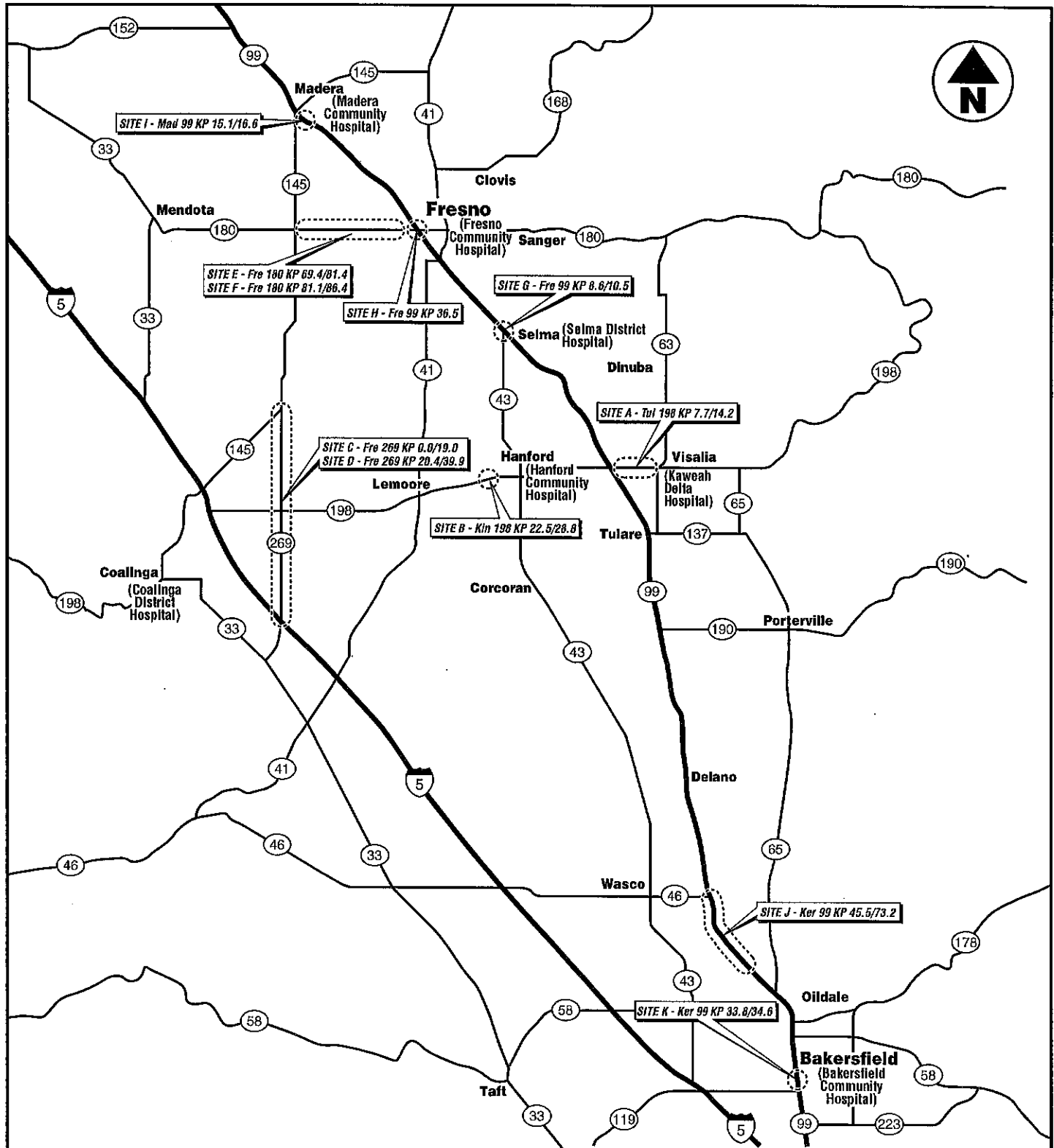
Based on the relatively low reported total lead concentrations, soil materials generated from shallow excavations at the site should be suitable for offsite disposal and/or reuse within the Caltrans right of way with no restrictions based on lead content.

Soil materials designated for offsite disposal may require additional characterization to determine WET soluble lead concentrations prior to facility specific disposal evaluation.

7.0 REPORT LIMITATIONS

This report has been prepared exclusively for Caltrans. The information contained herein is only valid as of the date of the report, and will require an update to reflect additional information obtained.

This report is not a comprehensive site characterization and should not be construed as such. The findings as presented in this report are predicated on the results of the limited sampling and laboratory testing performed. In addition, the information obtained is not intended to address potential impacts related to sources other than those specified herein. Therefore, the report should be deemed conclusive with respect to only the information obtained. We make no warranty, express or implied, with respect to the content of this report or any subsequent reports, correspondence or consultation. Geocon strived to perform the services summarized herein in accordance with the local standard of care in the geographic region at the time the services were rendered.



0 10 20 30
Scale in Kilometers

GEOCON

ENVIRONMENTAL CONSULTANTS INCORPORATED
3236 SUNRISE BLVD. - SUITE 6 - RANCHO CORDOVA, CALIFORNIA 95742
PHONE 916 852-9118 - FAX 916 852-9132



District 6 Aerial Lead & Asbestos Site Investigations

Caltrans District 6
Fresno, California

VICINITY MAP

GEOCON Proj. No. S8130-06-57

Task Order No. 06-278601-GC

March 1998

Figure 1

Packet Pg. 70

Table 1. Soil Sampling and Analysis Summary

Area Test No.	Project KP	PM	EA Depth (meter)	Dist.* (meter)	Hand Auger	Lead 7000	WET	pH	Asbestos PLM
B	Kin-198 KP22.5/28.8		EA 364801	CL	Widen inside shldrs & concrete median barrier				
B-01	22.25	13.83	0.15, 0.30, 0.61	1.6 Lt	1	3	0	0	0
B-02	22.25	13.83	0.15, 0.30, 0.61	1.6 Rt	1	3	0	0	0
B-03	22.50	13.98	0.15, 0.30, 0.61	CL	1 ^a	3	3	3	0
B-04	22.75	14.14	0.15, 0.30, 0.61	1.6 Lt	1	3	0	0	0
B-05	22.75	14.14	0.15, 0.30, 0.61	1.6 Rt	1	3	0	0	0
B-06	23.00	14.29	0.15, 0.30, 0.61	CL	1	3	0	0	0
B-07	23.25	14.45	0.15, 0.30, 0.61	1.6 Lt	1	3	0	0	0
B-08	23.25	14.45	0.15, 0.30, 0.61	1.6 Rt	1	3	0	0	0
B-09	23.50	14.60	0.15, 0.30, 0.61	CL	1	3	0	0	0
B-10	23.75	14.76	0.15, 0.30, 0.61	1.6 Lt	1	3	0	0	0
B-11	23.75	14.76	0.15, 0.30, 0.61	1.6 Rt	1	3	0	0	0
B-12	24.00	14.91	0.15, 0.30, 0.61	CL	1	3	0	0	0
B-13	24.25	15.07	0.15, 0.30, 0.61	1.6 Lt	1 ^a	3	3	3	0
B-14	24.25	15.07	0.15, 0.30, 0.61	1.6 Rt	1	3	0	0	0
B-15	24.50	15.22	0.15, 0.30, 0.61	CL	1	3	0	0	0
B-16	24.75	15.38	0.15, 0.30, 0.61	1.6 Lt	1	3	0	0	0
B-17	24.75	15.38	0.15, 0.30, 0.61	1.6 Rt	1	3	0	0	0
B-18	25.00	15.53	0.15, 0.30, 0.61	CL	1	3	0	0	0
B-19	25.25	15.69	0.15, 0.30, 0.61	1.6 Lt	1	3	0	0	0
B-20	25.25	15.69	0.15, 0.30, 0.61	1.6 Rt	1	3	0	0	0
B-21	25.50	15.85	0.15, 0.30, 0.61	CL	1	3	0	0	0
B-22	25.75	16.00	0.15, 0.30, 0.61	1.6 Lt	1	3	0	0	0
B-23	25.75	16.00	0.15, 0.30, 0.61	1.6 Rt	1 ^a	3	3	3	0
B-24	26.00	16.16	0.15, 0.30, 0.61	CL	1	3	0	0	0
B-25	26.25	16.31	0.15, 0.30, 0.61	1.6 Lt	1	3	0	0	0
B-26	26.25	16.31	0.15, 0.30, 0.61	1.6 Rt	1	3	0	0	0
B-27	26.50	16.47	0.15, 0.30, 0.61	CL	1	3	0	0	0
B-28	26.75	16.62	0.15, 0.30, 0.61	1.6 Lt	1	3	0	0	0
B-29	26.75	16.62	0.15, 0.30, 0.61	1.6 Rt	1	3	0	0	0
B-30	27.00	16.78	0.15, 0.30, 0.61	CL	1	3	0	0	0
B-31	27.25	16.93	0.15, 0.30, 0.61	1.6 Lt	1	3	0	0	0
B-32	27.25	16.93	0.15, 0.30, 0.61	1.6 Rt	1	3	0	0	0
B-33	27.50	17.09	0.15, 0.30, 0.61	CL	1 ^a	3	3	3	0
B-34	27.75	17.24	0.15, 0.30, 0.61	1.6 Lt	1	3	0	0	0
B-35	27.75	17.24	0.15, 0.30, 0.61	1.6 Rt	1	3	0	0	0
B-36	28.00	17.40	0.15, 0.30, 0.61	CL	1	3	0	0	0
B-37	28.25	17.55	0.15, 0.30, 0.61	1.6 Lt	1	3	0	0	0
B-38	28.25	17.55	0.15, 0.30, 0.61	1.6 Rt	1	3	0	0	0
B-39	28.50	17.71	0.15, 0.30, 0.61	CL	1	3	0	0	0

Attachment: ISA_8-21-20 (PW: 12th Avenue / UPRR Relinquishment)

TABLE 2
 SUMMARY OF SOIL ANALYTICAL RESULTS - TOTAL AND SOLUBLE LEAD
 ROUTE 198 - KILOMETER POST 22.5 to 28.8
 EA NO. 364801
 CALTRANS TASK ORDER NO. 06-278601-GC

SAMPLE I.D.	LOCATION	pH	TOTAL LEAD (mg/kg)	DI-WET LEAD (mg/l)
B1-0.15	KP 22.25 1.6LT	---	<5.0	---
B1-0.3		---	<5.0	---
B1-0.6		---	5.2	---
B2-0.15	KP 22.25 1.6RT	9.33	<5.0	---
B2-0.3		---	<5.0	---
B2-0.6		---	<5.0	---
B3-0.15	KP 22.50 CL	---	51	---
B3-0.3		---	<5.0	---
B3-0.6		---	<5.0	---
B4-0.15	KP 22.75 1.6LT	---	<5.0	---
B4-0.3		---	<5.0	---
B4-0.6		---	<5.0	---
B5-0.15	KP 22.75 1.6RT	---	<5.0	---
B5-0.3		---	5.9	---
B5-0.6		8.43	<5.0	---
B6-0.15	KP 23.00 CL	---	<5.0	---
B6-0.3		---	<5.0	---
B6-0.6		---	<5.0	---
B7-0.15	KP 23.25 1.6LT	---	9.3	---
B7-0.3		---	<5.0	---
B7-0.6		---	<5.0	---
B8-0.15	KP 23.25 1.6RT	---	<5.0	---
B8-0.3		---	<5.0	---
B8-0.6		8.93	<5.0	---
B9-0.15	KP 23.50 CL	---	<5.0	---
B9-0.3		---	<5.0	---
B9-0.6		---	<5.0	---
B10-0.15	KP 23.75 1.6LT	---	59	---
B10-0.3		---	<5.0	---
B10-0.6		---	<5.0	---
B11-0.15	KP 23.75 1.6RT	---	25	---
B11-0.3		---	<5.0	---
B11-0.6		---	30	---

Attachment: ISA_8-21-20 (PW: 12th Avenue / UPRR Relinquishment)

TABLE 2
 SUMMARY OF SOIL ANALYTICAL RESULTS - TOTAL AND SOLUBLE LEAD
 ROUTE 198 - KILOMETER POST 22.5 to 28.8
 EA NO. 364801
 CALTRANS TASK ORDER NO. 06-278601-GC

SAMPLE I.D.	LOCATION	pH	TOTAL LEAD (mg/kg)	DI-WET LEAD (mg/l)
B12-0.15	KP 24.00 CL	---	9.6	---
B12-0.3		---	14	---
B12-0.6		---	<5.0	---
B13-0.15	KP 24.25 1.6LT	9.28	191	<0.15
B13-0.3		---	<5.0	---
B13-0.6		---	<5.0	---
B14-0.15	KP 24.25 1.6RT	---	<5.0	---
B14-0.3		---	<5.0	---
B14-0.6		---	<5.0	---
B15-0.15	KP 24.50 CL	---	179	<0.15
B15-0.3		---	<5.0	---
B15-0.6		---	<5.0	---
B16-0.15	KP 24.75 1.6LT	---	<5.0	---
B16-0.3		---	<5.0	---
B16-0.6		---	<5.0	---
B17-0.15	KP 24.75 1.6RT	---	<5.0	---
B17-0.3		8.96	9.9	---
B17-0.6		---	8.0	---
B18-0.15	KP 25.00 CL	---	232	<0.15
B18-0.3		---	<5.0	---
B18-0.6		8.62	<5.0	---
B19-0.15	KP 25.25 1.6LT	---	<5.0	---
B19-0.3		---	<5.0	---
B19-0.6		---	<5.0	---
B20-0.15	KP 25.25 1.6RT	---	11	---
B20-0.3		---	<5.0	---
B20-0.6		---	<5.0	---
B21-0.15	KP 25.50 CL	---	18	---
B21-0.3		---	<5.0	---
B21-0.6		8.75	<5.0	---
B22-0.15	KP 25.75 1.6LT	---	<5.0	---
B22-0.3		---	<5.0	---
B22-0.6		---	<5.0	---

TABLE 2
 SUMMARY OF SOIL ANALYTICAL RESULTS - TOTAL AND SOLUBLE LEAD
 ROUTE 198 - KILOMETER POST 22.5 to 28.8
 EA NO. 364801
 CALTRANS TASK ORDER NO. 06-278601-GC

SAMPLE I.D.	LOCATION	pH	TOTAL LEAD (mg/kg)	DI-WET LEAD (mg/l)
B23-0.15	KP 25.75 1.6RT	---	<5.0	---
B23-0.3		---	<5.0	---
B23-0.6		---	<5.0	---
B24-0.15	KP 26.00 CL	---	79	---
B24-0.3		---	<5.0	---
B24-0.6		---	<5.0	---
B25-0.15	KP 26.25 1.6LT	---	8.1	---
B25-0.3		---	<5.0	---
B25-0.6		8.43	10	---
B26-0.15	KP 26.25 1.6RT	---	<5.0	---
B26-0.3		---	<5.0	---
B26-0.6		---	<5.0	---
B27-0.15	KP 26.50 CL	---	<5.0	---
B27-0.3		---	<5.0	---
B27-0.6		---	23	---
B28-0.15	KP 26.75 1.6LT	---	30	---
B28-0.3		---	15	---
B28-0.6		---	8.8	---
B29-0.15	KP 26.75 1.6RT	---	19	---
B29-0.3		9.42	14	---
B29-0.6		---	9.3	---
B30-0.15	KP 27.00 CL	---	431	0.39
B30-0.3		---	19	---
B30-0.6		---	22	---
B31-0.15	KP 27.25 1.6LT	---	15	---
B31-0.3		---	14	---
B31-0.6		---	17	---
B32-0.15	KP 27.25 1.6RT	---	45	---
B32-0.3		---	17	---
B32-0.6		9.11	8.1	---
B33-0.15	KP 27.50 CL	---	32	---
B33-0.3		---	15	---
B33-0.6		---	16	---

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TABLE 2
 SUMMARY OF SOIL ANALYTICAL RESULTS - TOTAL AND SOLUBLE LEAD
 ROUTE 198 - KILOMETER POST 22.5 to 28.8
 EA NO. 364801
 CALTRANS TASK ORDER NO. 06-278601-GC

SAMPLE I.D.	LOCATION	pH	TOTAL LEAD (mg/kg)	DI-WET LEAD (mg/l)
B34-0.15	KP 27.75 1.6LT	---	12	---
B34-0.3		---	17	---
B34-0.6		---	18	---
B35-0.15	KP 27.75 1.6RT	---	16	---
B35-0.3		---	6.6	---
B35-0.6		---	16	---
B36-0.15	KP 28.00 CL	8.32	260	0.39
B36-0.3		---	17	---
B36-0.6		---	16	---
B37-0.15	KP 28.25 1.6LT	---	7.6	---
B37-0.3		---	6.7	---
B37-0.6		---	5.8	---
B38-0.15	KP 28.25 1.6RT	---	11	---
B38-0.3		---	8.3	---
B38-0.6		8.33	5.5	---
B39-0.15	KP 28.50 CL	---	10	---
B39-0.3		---	13	---
B39-0.6		---	13	---

Notes: DI-WET = Waste Extraction Test using deionized water extract
 < = Less than laboratory method detection limit
 --- = Not analyzed
 mg/kg = Milligrams per kilogram
 mg/l = Milligrams per liter
 KP = Kilometer Post
 1.4 RT = Distance in meters and direction from centerline
 RT = Right
 LT = Left
 B39-0.6
 | Sample depth in meters below surface grade
 | Boring Identification

TABLE 3 SUMMARY OF STATISTICAL ANALYSIS - TOTAL LEAD ROUTE 198 - KILOMETER POST 22.5 to 28.8 EA NO. 364801 CALTRANS TASK ORDER NO. 06-278601-GC	
TOTAL LEAD CONCENTRATION 0 to 0.15 meter	
Number of Samples =	39
Mean =	45.1 mg/kg
Estimated Standard Deviation of the Sample =	91.1
Degrees of Freedom =	38
Confidence Level for Mean =	80%
The Student "t" Value =	1.30
80% Confidence Interval for the variation = 79.8 to 107.3 mg/kg	
80% Confidence Interval for the Mean = 26.1 to 64.2 mg/kg	
TOTAL LEAD CONCENTRATION 0.15 to 0.3 meter	
Number of Samples =	39
Mean =	4.9 mg/kg
Estimated Standard Deviation of the Sample =	6.8
Degrees of Freedom =	38
Confidence Level for Mean =	80%
The Student "t" Value =	1.30
80% Confidence Interval for the variation = 6.0 to 8.1 mg/kg	
80% Confidence Interval for the Mean = 3.5 to 6.4 mg/kg	
TOTAL LEAD CONCENTRATION 0.45 to 0.6 meter	
Number of Samples =	39
Mean =	5.9 mg/kg
Estimated Standard Deviation of the Sample =	8.2
Degrees of Freedom =	38
Confidence Level for Mean =	80%
The Student "t" Value =	1.30
80% Confidence Interval for the variation = 7.2 to 9.7 mg/kg	
80% Confidence Interval for the Mean = 4.2 to 7.7 mg/kg	



AGENDA STAFF REPORT

MEETING DATE: 10/6/2020

AGENDA SECTION: J

SUBJECT:

Public Works: Approval of a Use Agreement with Lakeside Ditch Company to allow for the discharge pumping of Well No. 50, located at 9th Avenue and Hanford Armona Road, and Authorization for the City Manager to execute the Agreement.

RECOMMENDATION:

That the City Council, by motion, Approve the Use Agreement with Lakeside Ditch Company to allow for the discharge pumping of Well No. 50, located at 9th Avenue and Hanford Armona Road, and Authorize the City Manager to execute the Agreement..

BACKGROUND:

The City recently constructed Well No. 50 located at the southwest corner of 9th Avenue and Hanford Armona Road. From time to time, it is necessary to flush wells to alleviate contaminants, clear water color, or to take bacteriological sample tests. In the case of Well No. 50, the City has constructed a connection to the Lakeside Ditch, which is located in the proximity of the well, in order to have a destination for that discharge water.

While the Lakeside Ditch company has accepted the water in the past, there was no formal agreement in place to establish the responsibility of each party. Staff has been working with Lakeside Ditch Company to develop a formal agreement to allow for that discharge and the attached agreement is the result and clearly identifies the following requirements:

1. City at its sole risk and expense, constructed a pipeline and related facilities to discharge such water into said Lakeside Ditch at 9th Avenue. Design and installation of said pipeline and related facilities necessary to connect it to the Lakeside Ditch were approved by Lakeside.
2. City constructed, at City's expense, a metering and recording device in City's pipeline, the design of which provides for the continuous metering of flow in gallons per minute and totalization in gallons per day. The flow discharged during development of the well may be manually recorded based on the temporary facilities installed during development.

3. Lakeside agrees to accept discharge of well water from City in said Lakeside Ditch at 9th Avenue when discharged water can be delivered for irrigation. The parties hereto acknowledge that the periodic discharge of water to the Lakeside ditch may be of mutual benefit. When Lakeside determines, at its sole discretion, that discharged water cannot be used for Lakeside's benefit and may create additional maintenance for Lakeside, a charge of \$30 per acre foot shall be paid to Lakeside.

4. This Agreement shall continue subject to the provisions set forth herein until January 1, 2021. Thereafter, this Agreement shall continue annually unless either party gives the other not less than six (6) months prior written notice of termination or of proposed modifications to the Agreement. If notice of proposed modifications is given, the parties agree to negotiate revision of this agreement in good faith. If an amendment to this Agreement or a new Agreement is not executed prior to January 1st of the year following such notice, this Agreement shall be deemed terminated at the end of the six (6) month notice period.

FISCAL IMPACT:

There is no fiscal impact to this agreement unless Lakeside Irrigation District cannot utilize the discharge water. Costs associated with those occurrences will come from the City's Water Operations budget.

ATTACHMENTS:

Lakeside Discharge Agreement - 2020

**LAKESIDE DITCH COMPANY / CITY OF HANFORD
PROPOSED DISCHARGE TO LAKESIDE DITCH**

AGREEMENT

THIS AGREEMENT, which shall be considered effective as of July 1, 2014, by and between CITY OF HANFORD, a Municipal Corporation, hereinafter called "City", and LAKESIDE DITCH COMPANY, hereinafter called "Lakeside".

WITNESSETH

WHEREAS, City has constructed and operates a new potable water production well in Section 6, T19S, R22E, MDB&M, County of Kings, State of California, that will produce approximately 2000 gallons per minute of potable water to the City of Hanford water distribution system, and

WHEREAS, Lakeside owns an irrigation water distribution system that includes the Lakeside Ditch in Section 6, T19S, R22E, MDB&M, County of Kings, State of California, that is operated and maintained under agreement by the Lakeside Irrigation Water District, and

WHEREAS, City has been discharging into said Lakeside Ditch, at City's discretion subject to the terms and conditions hereinafter set forth, water produced during development of the new well, which Lakeside will dispose of by discharge to lands within Lakeside's jurisdictional boundaries, and

WHEREAS, City also proposes to periodically discharge produced water from well flushing operations into said Lakeside Ditch, which Lakeside will dispose of by discharge to lands within Lakeside's jurisdictional boundaries, and

WHEREAS, Lakeside has been willing to allow discharge of water from the new well into said Lakeside Ditch subject to the terms and conditions hereinafter set forth, which were previously discussed and verbally agreed upon by the Parties.

WHEREAS, Parties acknowledge that this Agreement is intended to confirm, in writing, the terms and conditions of operations that have been in effect since the well was constructed.

NOW THEREFORE, for and in consideration of the promises and of the covenants hereinafter contained, the parties hereto do hereby agree as follows:

1. City at its sole risk and expense, constructed a pipeline and related facilities to discharge such water into said Lakeside Ditch at 9th Avenue. Design and installation of said pipeline and related facilities necessary to connect it to the Lakeside Ditch were approved by Lakeside.

2. City constructed, at City's expense, a metering and recording device in City's pipeline, the design of which provides for the continuous metering of flow in gallons per minute and totalization in gallons per day. The flow discharged during development of the well may be manually recorded based on the temporary facilities installed during development.
3. Lakeside agrees to accept discharge of well water from City in said Lakeside Ditch at 9th Avenue when discharged water can be delivered for irrigation. The parties hereto acknowledge that the periodic discharge of water to the Lakeside ditch may be of mutual benefit. When Lakeside determines, at its sole discretion, that discharged water cannot be used for Lakeside's benefit and may create additional maintenance for Lakeside, a charge of \$30 per acre foot shall be paid to Lakeside by the City within fifteen (15) days after said discharge.
4. City understands the irrigation distribution system is normally shut down for scheduled maintenance purposes during the months of October and November, and may be shut down at other times during the year for emergency repairs. The City agrees to not discharge to Lakeside Ditch during irrigation distribution system shut downs unless authorized by Lakeside. During these shut down periods Lakeside will make every effort to accommodate the periodic flow of well water from City. Lakeside agrees to notify City fifteen (15) days prior to scheduled shut downs, and will notify City as soon as reasonably possible, of emergency shut downs. City agrees to notify Lakeside fifteen (15) days prior to scheduled discharge of development water or produced water from the well, and will notify Lakeside as soon as reasonably possible of an emergency discharge request. For purposes of this Agreement, an emergency discharge is an unscheduled discharge that may be necessary, in City's reasonable opinion, that is needed to protect public health or safety and/or any of City's facilities or infrastructure.
5. City agrees that the quality of well water discharged into said Lakeside Ditch shall typically meet drinking water standards. Lakeside agrees that water discharged during development may not meet drinking water standards. City agrees to submit available well water quality data to Lakeside when requested. City agrees to immediately notify Lakeside whenever a proposed discharge is known to exceed said standards.
6. City agrees to monitor well water discharge as required by the Water Supply Permit issued by CDPH, and provide to Lakeside, upon request, a copy from the most recent approved laboratory analysis of each sample for verification of compliance with water quality standards set forth in herein.
7. City shall maintain all necessary permits required for the discharge of water that occurs under this Agreement.
8. City agrees to indemnify, defend and hold Lakeside and its officials, officers, employees, and agents harmless from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and

- any and all attorneys' fees and other expenses which Lakeside or its officials, officers, employees, or agents may sustain or incur as a consequence of: (i) City's deposit of any contaminants into Lakeside's facilities or improvements hereunder; (ii) City's construction and use of facilities in Lakeside Ditch maintained for the purposes of facilitating discharges by the City, or (iii) City's actions or omissions constituting a violation of this Agreement or any applicable statute, ordinance, rule, regulation, or other legal authority. For purposes of this section, "contaminant" shall include any waste or hazardous material that is restricted or regulated by a government agency. The City's duty to indemnify, defend, and hold harmless shall not apply to the negligence or intentional misconduct of Lakeside or its officials, officers, employees, or agents. The provisions of this section shall survive the termination of this Agreement.
9. This Agreement shall be considered effective as of the date stated above and shall continue subject to the provisions set forth herein until January 1, 2021. Thereafter, this Agreement shall continue annually unless either party gives the other not less than six (6) months prior written notice of termination or of proposed modifications to the Agreement. If notice of proposed modifications is given, the parties agree to negotiate revision of this agreement in good faith. If an amendment to this Agreement or a new Agreement is not executed prior to January 1st of the year following such notice, this Agreement shall be deemed terminated at the end of the six (6) month notice period.
 10. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

CITY OF HANFORD Attn: Public Works Director 900 South 10 th Avenue Hanford, CA 93230	LAKESIDE DITCH COMPANY 9304 Houston Avenue Hanford CA, 93230
--	--
 11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
 12. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which it may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the

Superior for the County of Kings, State of California for any proceeding arising hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF HANFORD

LAKESIDE DITCH COMPANY

By: _____
Mario Cifuentez, City Manager

By: _____
Don Mills, President

By: _____
Becky Madruga, Secretary

Attachment: Lakeside Discharge Agreement - 2020 (PW: Lakeside agreement for Well #50)



AGENDA STAFF REPORT

MEETING DATE: 10/6/2020	AGENDA SECTION: K
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SUBJECT:

Public Works: Approval of the purchase and installation of a new pump control panel and associated equipment in the amount of \$22,278.00 from Telstar Instruments, of Hanford, Ca for Storm Drain Lift Station No. 49 (Sixth Street and 10th Avenue)

RECOMMENDATION:

That the City Council, by motion, approve the purchase and installation of a new pump control panel and associated equipment in the amount of \$22,278.00 from Telstar Instruments, of Hanford, Ca for Storm Drain Lift Station No. 49.

BACKGROUND:

Storm Drainage Lift Station No. 49 is located near the corner of Sixth Street and Tenth Avenue. The area of drainage for this station covers much of the eastern portion of downtown Hanford as identified as Drainage Area 1470 on the attached map.

Lift Station No. 49 was constructed in 1989 and was upgraded in October of 2019 with new submersible pumps, rails, and associated equipment. Due to delays in equipment availability, COVID-19, and the wildfire season, staff was unable to finalize the purchase and installation of the control panel with Telstar Instruments until now. The proposed upgrades will include new panel level sensor, overloads, motor protection relays, and reprogramming the existing SCADA PLC and complete the project.

FISCAL IMPACT:

The FY 19 Storm Drainage Capital Budget provides \$120,000 to renovate Lift Station No. 49. the Capital Budget for that project currently has a remaining balance of \$39,562.00 which is sufficient to fund this purchase.

ATTACHMENTS:

Storm Sta 49 Upgrade - Telstar Quote
SD Area 1470



Contractor License #422364
Contractor DIR #1000000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

August 5, 2020

Hanford PW
900 S. 10th Ave
Hanford, CA 93230
Sent via Email: rwilliams@cityofhanfordca.com

Attn: Bob Williams
Subject: Storm Station 49 Upgrade
Reference: SR 35240

Drawings: N/A
Specifications: N/A

Dear Bob,

Telstar Instruments ("Telstar") is pleased to provide a quote for the referenced project to the above identified purchaser ("Customer"). Storm Station 49 Upgrade.

By accepting this proposal from Telstar, you agree to treat this as confidential information.

SCOPE OF SUPPLY / SERVICES

Storm Station 49

1. Telstar will supply and install a new pump control panel with following:
 - a. Multitrode level sensor system.
 - b. Two (2) contactors with Overloads.
 - c. Running/Fault lights, HOA switches, Elapse Time Meters, etc.
 - d. Motor Protection Relays (Existing, provided by others).
2. Reprogram the existing SCADA PLC to incorporate the control for the 2 storm station pumps.
3. Wire existing pump controls to PLC.
4. Start-up and testing of the new controls system.

Storm Station 49 Lump Sum Price for this Scope\$22,278.00

Shipping and Handling for Telstar Supplied Materials IS NOT INCLUDED

Sales Tax IS NOT INCLUDED

This quotation is based on Customer's representation that this IS a prevailing wage project.

1717 Solano Way, Unit 34, Concord, CA 94520 Phone 925-671-2888, Fax 925-671-9507
4017 Vista Park Court, Sacramento, CA 95834 Phone 916-646-1999, Fax 916-646-1096
202 South Douty Street, Hanford, CA 93230 Phone 559-584-7116, Fax 559-584-8028



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS

- a. This quotation is based on the inclusion of Telstar's standard Terms and Conditions as part of any purchase order, contract or other agreement.
- b. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- c. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
- d. Telstar is supplying only equipment specified and noted above.
- e. Please reference the above stated quote number in all correspondence and purchase orders.

TERMS AND CONDITIONS

Base Terms: Quotation is valid for 30 days from the date of Telstar's quotation. Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls are charged at a 4-hour minimum per person, excluding travel time. Unless expressly stated in the quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work.

Limitation of Liability: (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of Customer, its officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment, part or Services that is the subject of the claim. (b) All causes of action against Telstar Instruments arising out of or relating to this Agreement or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar Instruments be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

Force Majeure: Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo,



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar Instruments for such delay.

Cancellation: In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Quotation or subsequent order, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

Entire Agreement: This Quotation constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Quotation may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.

Precedence: In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will shall take precedence and shall supersede any and all other conflicting Terms and Conditions.

Submittals: In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

Prevailing Wages: Telstar relies upon Customer's representations as to whether this Project requires payment of prevailing wages. Customer agrees to defend, indemnify and hold Telstar harmless from and against any and all claims, actions and demands, including but not limited to payment of legal fees, fines, back pay, and any penalties or interest, associated with Customer's inaccurate representation of whether prevailing wages are required to be paid.

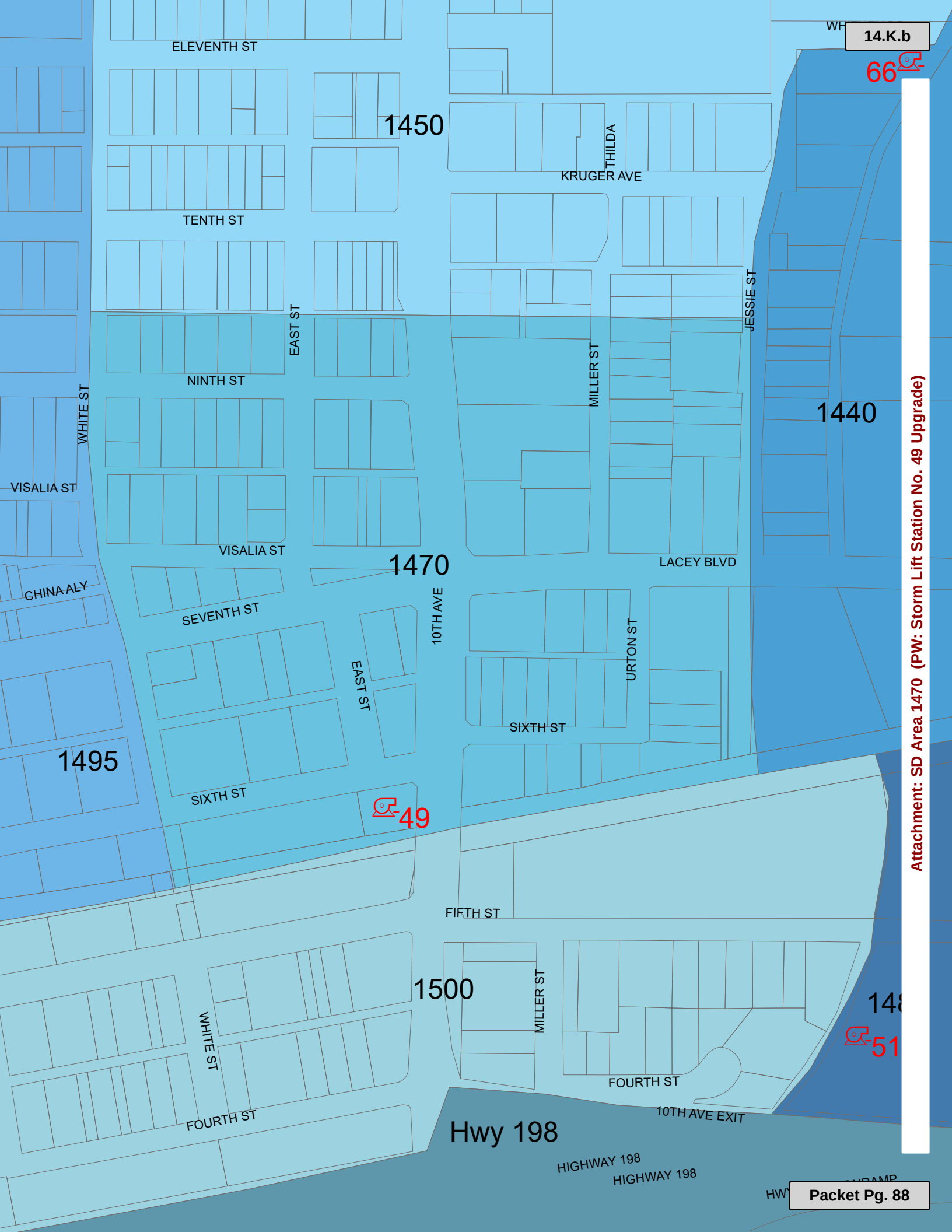
Bonding: Cost of Bonding is not included. Contact Telstar for a quote if bonding is required.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Frank Potter
IC&E Specialist
Telstar Instruments
(559) 381-4693

Attachment: Storm Sta 49 Upgrade - Telstar Quote (PW: Storm Lift Station No. 49 Upgrade)



14.K.b

66

1440

1450

1470

1495

1500

1480

51

Hwy 198

HIGHWAY 198
HIGHWAY 198

Packet Pg. 88

Attachment: SD Area 1470 (PW: Storm Lift Station No. 49 Upgrade)



AGENDA STAFF REPORT

MEETING DATE: 10/6/2020

AGENDA SECTION: L

SUBJECT:

Public Works: Second reading of Ordinance No. 20-11, an amendment to Section 10.16.130(B) of the City of Hanford Municipal Code, to prohibit parking at any time on East Third Street from 9th Avenue to East end, both sides.

RECOMMENDATION:

That the City Council, by motion, approve the second reading and adoption of Ordinance No. 20-11, authorizing to amend Section 10.16.130(B) of the City of Hanford Municipal Code, to prohibit parking at any time at the designated location.

- East Third Street from 9th Avenue to East end, both sides.

BACKGROUND:

City staff received complaints regarding parking along the 8700 block of East Third Street to the east of 9th Avenue. It was reported that the parking was blocking access to businesses as well as the travel lanes and visibility along this section of East Third Street. Staff investigated and provided the attached photos and found the following conditions.

Conditions:

1. Vehicles parked on curves blocking visibility of oncoming traffic.
2. Vehicles parking with portions of the vehicle hanging into the travelway causing vehicles to have to maneuver into oncoming traffic to pass.
3. Vehicles parking on the north side of Third Street under the trees and driving over City irrigation systems.
4. Multiple pedestrians walking in the roadway going to their vehicles.
5. Cyclone fencing with privacy slats on both sides of Third Street limiting visibility around corners.

Third Street is a two lane east/westbound road that is 30' wide from edge of pavement to edge of pavement. There is no curb and gutter. The right of way is 60' wide. The speed limit is not posted, prima facia 25 MPH.

The majority of traffic on East Third Street is to-and-from the Central Valley Meat Packing Plant. It was determined that the vehicles parking in the right-of-way are employees of the plant. Staff spoke with plant security and a plant supervisor regarding this issue. Both stated that there is sufficient parking at the plant and have been trying to get their employees to use it, however, the employees refuse to use it because they have to pass through security. The vehicles parking in the right-of-way have made it very difficult for the businesses to maintain their frontages respectfully, i.e. trimming grass and brush. Recently, a vehicle fire set brush on fire in this area and California Highway Patrol requested businesses to cut the brush back.

Staff evaluated the geometrics of Third Street. The California Manual of Uniform Traffic Control Devices (CA-MUTCD) suggests a Stopping Sight Distance of 155 feet at the speed of 25 MPH. This distance is a calculation of driver reaction distance traveled and the distance traveled during deceleration/stopping. As shown in the attached drawing, the visibility distance is greatly reduced because of parked vehicle along the roadway, the cyclone privacy fencing and the geometric layout.

As shown on the visibility study map, the south west portion of Third Street is within Kings County. Staff has been in contact with Kings County officials regarding this issue, and County staff concurs with the recommendation and agree with posting "No Parking Anytime" along the entire section of East Third Street. Kings County staff has presented the No Parking request to their Board of Supervisors, and they are in concurrence with the City recommendations. The portion of Third Street within the County limits will be approved for No Parking if the City Council approves the recommendation.

The Hanford Municipal Code (17.24.120) states that parking must be provided on site with developments where sufficient land is available. The aerial photo attached shows that there is sufficient parking for all employees to park on-site.

This item was brought before the Parking and Traffic Commission at their August 27, 2020 meeting. The Central Valley Meat Plant Operations Director was in attendance to the meeting and provided concurrence that the plant has sufficient parking on site, and that employees are encouraged to park on site. Some employees have been parking on Third Street because it is an easier location to get in and out of due to a security gate. A motion was passed to recommend to City Council to approve the No Parking Any Time recommendation. Attached for Council review are the meeting minutes from the August 27, 2020 meeting.

If the Council approves the recommendation, this item will come before the Council for a second reading, and after 30 days, the Municipal Code amendment will be approved. Attached is the amendment Ordinance to the Municipal Code.

FISCAL IMPACT:

The impacts to city budget would be limited to the purchase of No Parking signs and posts along with the labor to install them and future maintenance.

ATTACHMENTS:

Location Map

Photos

Third Street Geometrics and Site Visibility study

Ord 10.16.130(B)-Third St No Parking

Ord 10.16.130(B)-Third St No Parking - WORD.doc

Parking and Traffic meeting minutes 8.27.20

Third Street

Proposed No Parking from 9th Avenue to east end





Parked cars blocking visibility and intruding into travel way.



Parked Cars blocking visibility and intruding into travel way.



Abandoned vehicle on side of road, no tires. Vehicle has been towed.



Broken city irrigation sprinkler head due to vehicles driving over sprinklers.



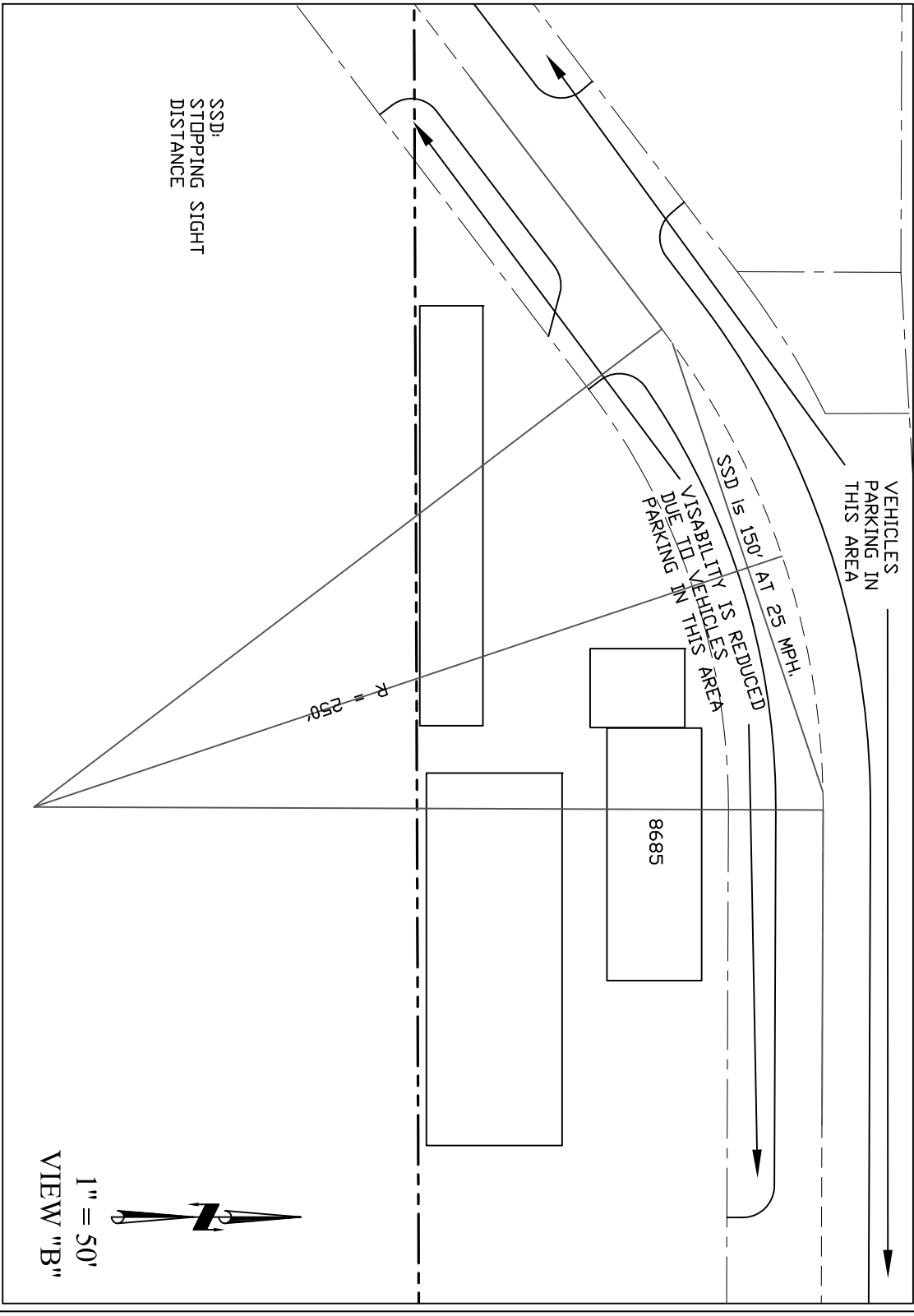
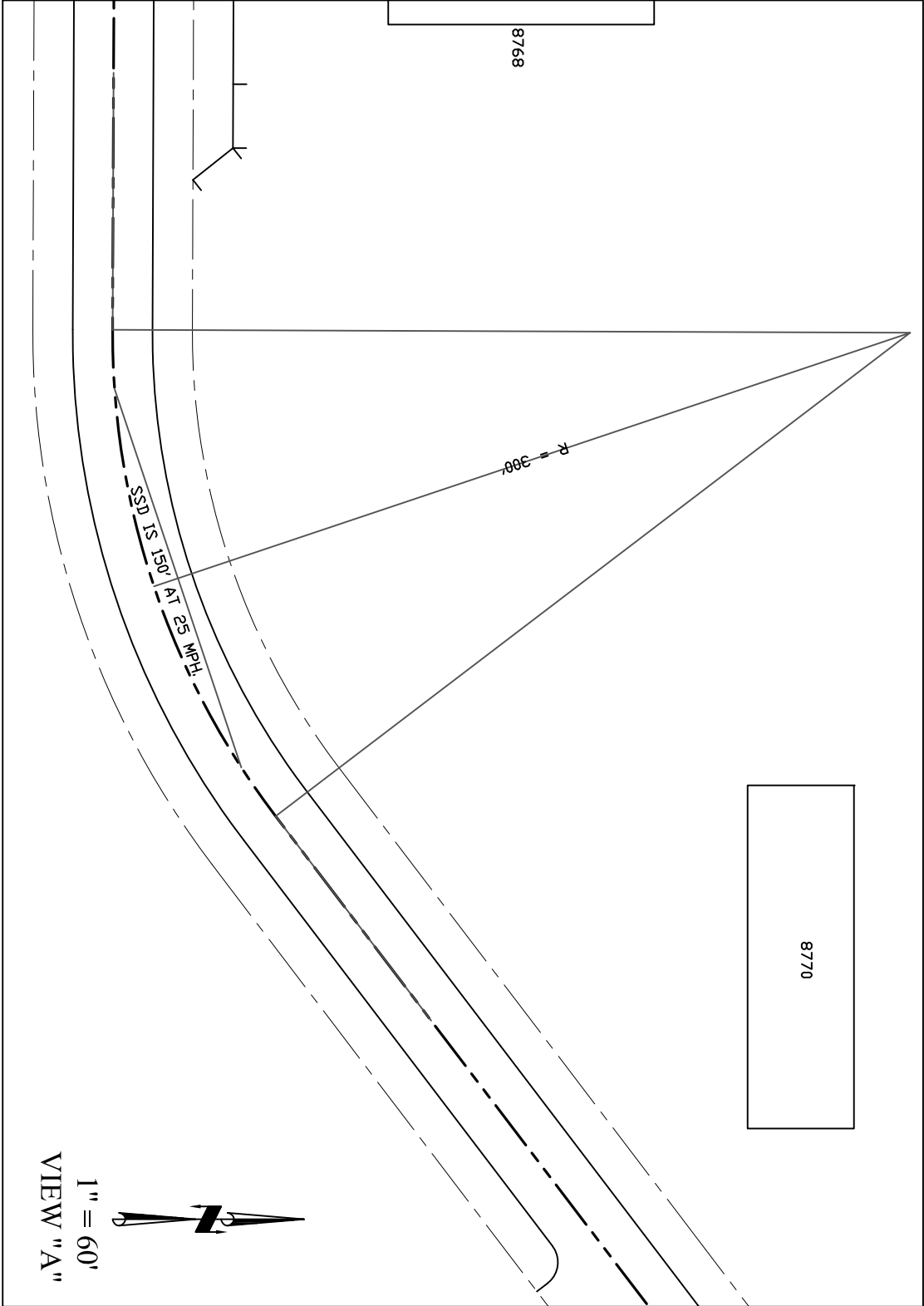
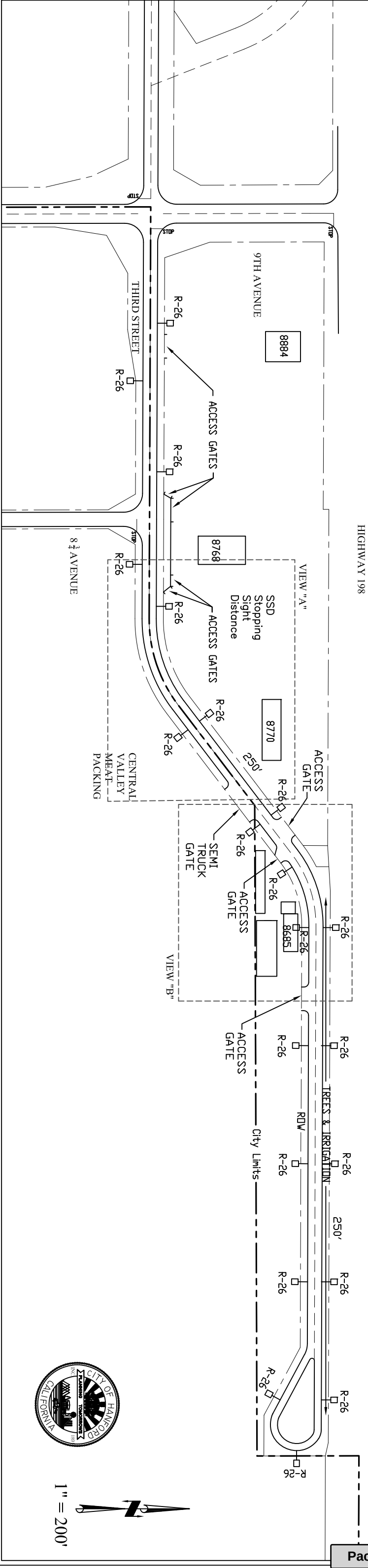
Vehicle intruding into travel way.



Vehicles blocking visibility and intruding into travel way.



Vehicles blocking visibility and intruding into travel way.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HANFORD AMENDING
SECTION 10.16.130(B) OF THE HANFORD MUNICIPAL CODE
PERTAINING TO PROHIBITED PARKING

The City Council of Hanford does hereby ordain as follows:

Section 1. Section 10.16.130(B), Prohibited Parking, of the Hanford Municipal Code is hereby amended to read as follows:

1. A new Subparagraph (2) shall be added to read as follows:

“20. Third Street – both sides, from 9th Avenue to East end.

Section 2. This Ordinance shall take effect thirty (30) days after its passage and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage.

Passed and adopted at a regular meeting of the City Council of the City of Hanford, duly called and held on the _____ day of _____, 20_____, by the following vote:

AYES:

Council Member _____

NOES:

Council Member _____

ABSTAIN:

Council Member _____

ABSENT:

Council Member _____

APPROVED

John Draxler,
MAYOR of the City of Hanford

ATTEST:

Natalie Ortega
INTERIM CITY CLERK

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

Attachment: Ord 10.16.130(B)-Third St No Parking (PW: No Parking on Third Street east of 9th Avenue)

I, Natalie Ortega, Interim City Clerk of the City of Hanford, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Hanford on the _____ day of _____, 2020, and it was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the _____ day of _____, 2020.

Dated: _____

Natalie Ortega, Interim City Clerk

Attachment: Ord 10.16.130(B)-Third St No Parking (PW: No Parking on Third Street east of 9th Avenue)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HANFORD AMENDING
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“20. Third Street – both sides, from 9th Avenue to East end.

Section 2. This Ordinance shall take effect thirty (30) days after its passage and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage.

Passed and adopted at a regular meeting of the City Council of the City of Hanford, duly called and held on the ____ day of _____, 20____, by the following vote:

AYES:

Council Member _____

NOES:

Council Member _____

ABSTAIN:

Council Member _____

ABSENT:

Council Member _____

APPROVED _____

John Draxler,
MAYOR of the City of Hanford

ATTEST:

Natalie Ortega
INTERIM CITY CLERK

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

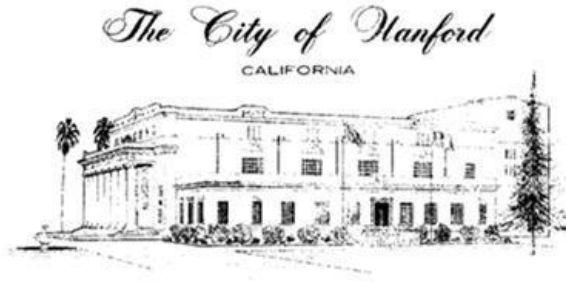
Attachment: Ord 10.16.130(B)-Third St No Parking - WORD.doc (PW: No Parking on Third Street east of 9th Avenue)

I, *Natalie Ortega*, Interim City Clerk of the City of Hanford, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Hanford on the _____ day of _____, 2020, and it was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the _____ day of _____, 2020.

Dated: _____

Natalie Ortega, Interim City Clerk

Attachment: Ord 10.16.130(B)-Third St No Parking - WORD.doc (PW: No Parking on Third Street east of 9th Avenue)



MINUTES
PARKING AND TRAFFIC COMMISSION
of the
CITY OF HANFORD

COUNCIL CHAMBERS
400 N. Douty St.
5:30 PM, Thursday, August 27, 2020

CALL TO ORDER

ROLL CALL

Attendee Name	Title	Status	Arrived
Dennis Ham		Present	
James MacLellan		Present	
Alex Dwiggins		Present	
Orie Rubalcava		Present	
David Ruiz		Absent	

Also in attendance:
 Josh Bornaman, CFO, Central Valley Meat Packing
 Onan Chami, Champi Fencing

FLAG SALUTE

Chairman DWIGGINS led the flag solute.

MINUTES APPROVAL

1. Approve Minutes from July 23, 2020 Parking & Traffic Commission Meeting

Motion made to accept the minutes.

RESULT:	APPROVED [3 TO 0]
MOVER:	Dennis Ham
SECONDER:	Orie Rubalcava
AYES:	Ham, Dwiggins, Rubalcava
ABSTAIN:	MacLellan
ABSENT:	Ruiz

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

None to report.

STAFF REPORTS

2. "NO PARKING" ON EAST THIRD STREET

Staff presented "No Parking" on East Third Street to Commissioners. Josh Bornaman, CFO of Valley Meat Packing spoke in favor of "No Parking" on East Third Street. Onan Champi, Champi Fencing also spoke in favor of the "No Parking" on East Third Street. A motion was made to accept staffs recommendation to City Council to place "No Parking" signs along both sides of East Third Street from the intersection of 9th Avenue, east, to the City limits and to add this section of Third Street to Section 10.16.130 of the Hanford Municipal Code.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dennis Ham
SECONDER:	James MacLellan
AYES:	Ham, MacLellan, Dwiggins, Rubalcava
ABSENT:	Ruiz

STAFF COMMUNICATION

3. City Council Actions

COMMISSIONERS ITEMS OF INTEREST

None to report.

ADJOURNMENT

Chairman DWIGGINS adjourned the meeting at 5:57 PM.

Respectfully submitted,

Shawn Dailey, Secretary
Engineering Technician, II



AGENDA STAFF REPORT

MEETING DATE: 10/6/2020

AGENDA SECTION: M

SUBJECT:

Public Works: Second reading of Ordinance 20-09 adding Section 12.20 to the Hanford Municipal Code pertaining to the duty of Property Owners to maintain and repair sidewalks and confirming the liability of property owners, under existing state law, for failing to satisfy such duty.

RECOMMENDATION:

That the City Council, by motion, approve the second reading and adoption of Ordinance 20-9, thereby adding Section 12.20 to the City of Hanford Municipal Code to establish the Duty of Property Owners to Maintain and Repair Sidewalks and the Liability of Property Owners for Failing to Satisfy Such Duty.

BACKGROUND:

The discussion surrounding the responsibility of sidewalk maintenance along property owners frontages has been going on for a number of years. At Council direction, Staff has worked with the City Attorney's office to prepare an ordinance that will clearly outline responsibility for repair and maintenance of sidewalks within the City.

At the July 21, 2020 Council Meeting, staff presented this ordinance and received direction from Council to develop an ordinance that clarifies responsibilities identified below:

1. If the damaged sidewalk can be repaired by grinding, the City shall, at City's expense, grind the hazard.
2. If grinding the sidewalk will not eliminate the hazard, the City shall, at City's expense, demolish and remove the damaged sidewalk and the property owner shall, at their expense, replace the sidewalk to remove the hazard.
3. If the damaged sidewalk is caused by the intentional misconduct or negligence of the property owner, the property owner shall, at their expense, demolish, remove, and replace, the damaged sidewalk and remove the hazard. (ex. driving a large truck over sidewalk and damaging the sidewalk)

If the property owner fails to repair the sidewalk, the City may undertake the repairs necessary to remove the hazard and the property owner will pay for the City's costs. If the property owner does not pay for the repairs, the City would utilize the public hearing under Section 12.20.080 of the proposed ordinance to lien the property under Chapter 22 of Division 7, Part 3 of the California Streets and Highways Code to collect the costs for repairs.

The Council also directed staff to identify timeframes for completion of the repairs so that the inconvenience to the public is minimized. This ordinance identifies that the property owner has 30 days to complete repairs once notice is received and 7 days to replace the sidewalk once the City has demolished and removed the damaged sidewalk.

FISCAL IMPACT:

The passage of this ordinance would result in a saving to the City's streets department, which would allow those funds to be reallocated to street maintenance..

ATTACHMENTS:

Ordinance 20-09 (clean)

Ordinance 20-09 (with markup)

ORDINANCE NO. __
**AN ORDINANCE OF THE CITY OF HANFORD PERTAINING TO THE DUTY OF
PROPERTY OWNERS TO MAINTAIN AND REPAIR SIDEWALKS AND THE
LIABILITY OF PROPERTY OWNERS FOR FAILING TO SATISFY SUCH DUTY**

The City Council of Hanford does ordain as follows:

Section 1: Findings.

A. Pursuant to California Streets and Highways Code Section 5610, landowners adjacent to public sidewalk areas are responsible for maintaining “any sidewalk in such condition that the sidewalk will not endanger persons or property and maintain it in a condition which will not interfere with the public convenience in the use of those works or areas. . . .”

B. Pursuant to California Streets and Highways Code Section 5610, *et seq.*, the “superintendent of streets” (in Hanford, the Director of Public Works or his/her authorized designee) may repair and maintain a sidewalk area if the adjacent landowner fails to do so, and may assess and charge the adjacent landowner for the cost of such repairs and maintenance.

C. Legal authority, including, without limitation, *Gonzales v. City of San Jose* (2004) 125 Cal.App. 4th 1127, 23 Cal.Rptr.3d 178, recognizes the City of Hanford’s ability to affirm a landowner’s obligation to maintain, repair, and replace a sidewalk adjacent to the owner’s property and the landowner’s corresponding liability for failure to do so.

D. The purpose of this Ordinance is to confirm: (i) each landowner’s responsibility to maintain and repair the sidewalk adjacent to or on an owner’s property; and (ii) a landowner’s liability to the general public for personal injury and/or property damage that results from a landowner’s failure to maintain, repair, or replace a sidewalk adjacent to or on the owner’s property.

Section 2: Adoption

Chapter 12.20 of the Hanford Municipal Code is hereby added to read as follows:

Chapter 12.20

MAINTENANCE AND REPAIR OF SIDEWALKS

Sections:

12.20.010	Purpose and Applicability
12.20.020	Definitions
12.20.030	Maintenance and repair of sidewalks
12.20.040	Liability for injury to the public
12.20.050	Property owner’s failure to maintain and repair – Director’s authority
12.20.060	Notice of cost and hearing by Council

- 12.20.070** **Conference with Director**
- 12.20.080** **Hearing by City Council**
- 12.20.090** **Collection of city's costs**

12.20.010 Purpose and Applicability

It is the purpose of this chapter to provide sidewalk area maintenance, repair, and replacement procedures which are alternative and supplementary to the procedures set forth in Streets and Highways Code, Division 7, Part 3, Chapter 22, Section 5600, *et seq.*, as those sections now exist or may hereafter be amended or renumbered. The City of Hanford (city), in each instance, may follow the procedures set forth in the Streets and Highways Code or those set forth in this chapter, or some combination thereof. In the event of any conflict between the provisions of the Streets and Highways Code and this chapter, the provisions of this chapter shall control.

12.20.020 Definitions

For purposes of this chapter, the following definitions apply:

A. “Defective sidewalk” means a sidewalk area where, in the judgment of the Director, the vertical or horizontal line or grade is altered or displaced to the extent that a safety hazard exists, or the sidewalk area is in such a condition as to endanger property or persons using the sidewalk area in a reasonable manner, or is in such a condition as to interfere with the public convenience in the use thereof.

B. “Director” means the city’s Public Works Director or his/her designee; “Director” shall have the same meaning as the term “Superintendent of Streets” as utilized in the Streets and Highways Code Section 5600, *et seq.*

C. “Lot,” “lots” and “portions of a lot” mean a parcel of real property located within the city on which a sidewalk is located or that is adjacent to or fronting on any portion of a sidewalk, and when used in connection with the phrase “adjacent to or fronting on the defective sidewalk,” or variation thereof, shall refer to the property in front of or along the side of the defective sidewalk.

D. “Maintain and repair” and “maintenance and repair” shall mean maintenance so that the sidewalk area remains in a condition that is not dangerous to property or persons using the sidewalk area in a reasonable manner and in a condition that will not interfere with the public convenience in use of the sidewalk area, and shall include, but not be limited to: maintenance, repair, and improvement of sidewalks, including, without limitation, grinding, removal and replacement of sidewalks; removal and filling or replacement of parking strips; supervision and maintenance of permissible signs and removal of impermissible signs; and/or tree root pruning and installing root barriers. Any root pruning, trimming or removal of trees or shrubs as a part of sidewalk maintenance and repair is subject to the provisions of Chapter 12.12 of this Code.

E. “Owner,” “landowner,” or “property owner” means any person owning a lot, lots, or portions of a lot within the city, adjacent to or fronting on any portion of a sidewalk area.

F. “Person” shall include a natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, lessee, agent, servant, officer or employee of any of them.

G. “Sidewalk” and “sidewalk area” mean that portion of the public street right-of-way between the curb or curb line and the adjacent sidewalk or property line, including, without limitation, sidewalks, park strips, bulkheads, retaining walls, or other works for the protection of any sidewalk area. The term “park strip” is defined in Section 12.12.020 of this Code, which is incorporated herein by reference. A sidewalk may be located on private property or may be located on public property that abuts private property.

12.20.030 Maintenance and repair of sidewalks.

A. Except as otherwise provided in this chapter, an owner of a lot or portion of a lot adjacent to or fronting any portion of a sidewalk area or on which a sidewalk area is located shall maintain and repair the sidewalk so that it remains a safe and non-dangerous condition at his/her/its sole cost and expense.

B. It shall be the responsibility of a landowner to promptly notify the City of a defective sidewalk located on or adjacent to the owner’s property.

C. The city will assess the extent of damage upon learning of an alleged defective sidewalk. The city will, at its own cost, grind the defective sidewalk to eliminate the hazard if grinding is feasible. If grinding will not eliminate the hazard, the city shall, at the city’s expense, demolish and remove the defective portion of sidewalk, and the owner will, at the owner’s sole cost, replace the portion of sidewalk removed by the city. The city shall, however, provide the services described in this subsection C. only if the city determines that: (i) a defective sidewalk exists; and (ii) the sidewalk’s defective condition was not caused by the intentional misconduct or negligence of the owner or the owner’s employee, agent, invitee, or contractor. For purposes of this chapter, damage to a sidewalk by tree roots shall not be deemed to have been caused by the intentional misconduct or negligence of a landowner. If the city reasonably determines that the defective sidewalk was caused by the intentional misconduct or negligence of the owner or the owner’s employee, agent, invitee, or contractor, the owner shall be solely responsible for all repair work required to address the hazard.

D. In the event a property owner fails to maintain and repair a sidewalk in accordance with this chapter, the owner will be responsible for costs incurred by the city in undertaking maintenance and repair work on the owner’s behalf, including without limitation, any charge for the city’s costs of inspection and administration whenever the city awards a contract for such work, the costs of collecting the city’s expenses for the maintenance and repair work, and the handling of any lien placed on the property due to the failure of the property owner to promptly pay the city’s costs. An owner will not, however, be liable for the costs for which the city is responsible pursuant to subsection C. above.

E. An owner's responsibility for trees, shrubs, and other items located in a park strip is set forth in Chapter 12.12 of this Code.

F. If a section of defective sidewalk will be replaced to eliminate a hazard, the process to remove the defective sidewalk and install new sidewalk shall be completed within thirty (30) calendar days of the date of the notice given by the city pursuant to Section 12.20.050 below. Notwithstanding the preceding sentence, if the city is responsible for the demolition and removal of defective sidewalk pursuant to this chapter, the landowner must complete the installation of the replacement sidewalk within seven (7) calendar days of the completion of the city's demolition and removal the defective sidewalk.

G. The maintenance and repair work occurring under this Chapter, including material utilized for such work, shall be in strict conformance with the applicable portions of the city's standard specifications as they now exist, or as they may hereafter be amended.

H. Prior to commencing any maintenance and repair work, an owner must apply for and obtain an encroachment permit from the city's Public Works Department.

I. An owner may request that, on the owner's behalf, the city perform sidewalk replacement work for which the owner is responsible. If the city, in its sole discretion, agrees to such a request, the city may perform the work with city forces or may contract with a vendor of the city's choosing to perform the work. In either case, the property owner will remain responsible for all costs of sidewalk replacement incurred by the city on the owner's behalf unless the City Council establishes a policy or program through which the city assists property owners.

12.20.040 Liability for injury to the public.

Each property owner that is responsible for the maintenance and repair of a sidewalk pursuant to this Chapter shall owe a duty to members of the public to keep and maintain the sidewalk area in a safe and non-dangerous condition. An owner shall promptly notify the city of a defective sidewalk located on or adjacent to the owner's property. If, as a result of the failure of a property owner to satisfy the requirements of this chapter, including, without limitation, the duty to repair and to maintain a sidewalk area in a safe and non-dangerous condition, any person suffers injury or damage to person or property, the property owner shall be liable to such person for the resulting damages, losses, and/or injuries and shall indemnify, defend, and hold the city harmless from such damages, losses, and injuries.

12.20.050 Property owner's failure to maintain and repair – Director's authority.

Where the Director has actual notice of the existence of a defective sidewalk, the Director may give written notice to the owner of the lot, lots, or portions thereof adjacent to or fronting on the defective sidewalk or on which the sidewalk is located. Service of the notice to repair shall be by either regular U.S. mail or by personal service. The notice to repair shall particularly specify: (i) what work is required to be done and how the same is to be done and what materials shall be used in the repair; (ii) that, if the owner proceeds to undertake the repair by

private contract, his/her/its activities will be governed by the provisions of this chapter; (iii) the time period within which the repair must be completed by the owner; (iv) and that if the repairs are not completed within such time period, the city may, but shall not be required to, perform the sidewalk replacement work on the owner's behalf, and the cost shall be subject to reimbursement in accordance with this chapter. At the Director's discretion, the city may undertake sidewalk replacement work for a property owner who fails to comply with a notice to repair.

12.20.060 Notice of cost and hearing by Council.

A. If the city performs work on a property owner's behalf in accordance with Section 12.20.050 above, the Director shall cause notice of the cost of the maintenance and repair work to be given upon completion in the manner specified in Chapter 22 of Division 7, Part 3, of the California Streets and Highways Code, as may be amended. The notice shall specify the day, hour, and place when the City Council will consider the report of the costs, together with any written objections or protests which may be raised by the property owner and any other interested persons. The notice shall also describe the procedure to be followed for written objections and protests. In no such case shall the hearing occur sooner than fifteen (15) days and not more than sixty (60) days after giving of notice.

B. No such hearing will be required if the property owner waives his/her/its right to a hearing and voluntarily pays or agrees to pay the costs identified in the Director's cost report.

12.20.070 Conference with Director.

The Director shall attempt to meet and confer with an affected property owner if the property owner files a written objection or protest to the Director's report of costs. Upon the conclusion of such a conference, the Director shall record his/her conclusions in the report of costs to the City Council, together with any recommendations for adjustment of the costs of repair, if any.

12.20.080 Hearing by City Council.

The City Council, on the day and hour fixed for hearing, shall hear and pass upon the report of the Director, together with any written protests or objections, which have not been withdrawn prior to the hearing, from the property owner liable for the work of maintenance and repair, in accordance with the procedure provided in Chapter 22 of Division 7, Part 3, of the California Streets and Highways Code, as may be amended.

12.20.090 Collection of city's costs.

The city shall have the remedies available under Chapter 22 of Division 7, Part 3 of the California Streets and Highways Code, as may be amended, to collect the costs confirmed by the City Council as a result of the hearing conducted in accordance with Section 12.20.080 above. Such remedies include the recording of a lien against an owner's property or adding the amount owed to the city to the tax roll for the subject property.

Section 3: This Ordinance shall take effect thirty (30) days after its adoption, and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage or a summary of this ordinance shall be published in the Hanford Sentinel in a manner consistent with the requirements of the California Government Code.

THEREFORE, BE IT FURTHER RESOLVED, that based on the above and incorporated findings, the City Council approves Ordinance 20-____.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2020 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

JOHN DRAXLER
MAYOR of the City of Hanford

Attest:

NATALIE ORTEGA
ACTING CITY CLERK

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

I, Natalie Ortega, Acting City Clerk of the City of Hanford, do hereby certify the foregoing Ordinance was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the ____ day of _____, 2020.

Date: _____

Acting City Clerk

Attachment: Ordinance 20-09 (clean) (PW: Second Reading of Sidewalk Ordinance)

ORDINANCE NO. __
**AN ORDINANCE OF THE CITY OF HANFORD PERTAINING TO THE DUTY OF
PROPERTY OWNERS TO MAINTAIN AND REPAIR SIDEWALKS AND THE
LIABILITY OF PROPERTY OWNERS FOR FAILING TO SATISFY SUCH DUTY**

The City Council of Hanford does ordain as follows:

Section 1: Findings.

A. Pursuant to California Streets and Highways Code Section 5610, landowners adjacent to public sidewalk areas are responsible for maintaining “any sidewalk in such condition that the sidewalk will not endanger persons or property and maintain it in a condition which will not interfere with the public convenience in the use of those works or areas. . . .”

B. Pursuant to California Streets and Highways Code Section 5610, *et seq.*, the “superintendent of streets” (in Hanford, the Director of Public Works or his/her authorized designee) may repair and maintain a sidewalk area if the adjacent landowner fails to do so, and may assess and charge the adjacent landowner for the cost of such repairs and maintenance.

C. Legal authority, including, without limitation, *Gonzales v. City of San Jose* (2004) 125 Cal.App. 4th 1127, 23 Cal.Rptr.3d 178, recognizes the City of Hanford’s ability to affirm a landowner’s obligation to maintain, repair, and replace a sidewalk adjacent to the owner’s property and the landowner’s corresponding liability for failure to do so.

D. The purpose of this Ordinance is to confirm: (i) each landowner’s responsibility to maintain and repair the sidewalk adjacent to or on an owner’s property; and (ii) a landowner’s liability to the general public for personal injury and/or property damage that results from a landowner’s failure to maintain, repair, or replace a sidewalk adjacent to or on the owner’s property.

Section 2: Adoption

Chapter 12.20 of the Hanford Municipal Code is hereby added to read as follows:

Chapter 12.20

MAINTENANCE AND REPAIR OF SIDEWALKS

Sections:

12.20.010	Purpose and Applicability
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12.20.060	Notice of cost and hearing by Council

- 12.20.070** **Conference with Director**
- 12.20.080** **Hearing by City Council**
- 12.20.090** **Collection of city's costs**

12.20.010 Purpose and Applicability

It is the purpose of this chapter to provide sidewalk area maintenance, repair, and replacement procedures which are alternative and supplementary to the procedures set forth in Streets and Highways Code, Division 7, Part 3, Chapter 22, Section 5600, *et seq.*, as those sections now exist or may hereafter be amended or renumbered. The City of Hanford (city), in each instance, may follow the procedures set forth in the Streets and Highways Code or those set forth in this chapter, or some combination thereof. In the event of any conflict between the provisions of the Streets and Highways Code and this chapter, the provisions of this chapter shall control.

12.20.020 Definitions

For purposes of this chapter, the following definitions apply:

A. "Defective sidewalk" means a sidewalk area where, in the judgment of the Director, the vertical or horizontal line or grade is altered or displaced to the extent that a safety hazard exists, or the sidewalk area is in such a condition as to endanger property or persons using the sidewalk area in a reasonable manner, or is in such a condition as to interfere with the public convenience in the use thereof.

B. "Director" means the city's Public Works Director or his/her designee; "Director" shall have the same meaning as the term "Superintendent of Streets" as utilized in the Streets and Highways Code Section 5600, *et seq.*

C. "Lot," "lots" and "portions of a lot" mean a parcel of real property located within the city on which a sidewalk is located or that is adjacent to or fronting on any portion of a sidewalk, and when used in connection with the phrase "adjacent to or fronting on the defective sidewalk," or variation thereof, shall refer to the property in front of or along the side of the defective sidewalk.

D. "Maintain and repair" and "maintenance and repair" shall mean maintenance so that the sidewalk area remains in a condition that is not dangerous to property or persons using the sidewalk area in a reasonable manner and in a condition that will not interfere with the public convenience in use of the sidewalk area, and shall include, but not be limited to: maintenance, repair, and improvement of sidewalks, including, without limitation, grinding, removal and replacement of sidewalks; removal and filling or replacement of parking strips; supervision and maintenance of permissible signs and removal of impermissible signs; and/or tree root pruning and installing root barriers. Any root pruning, trimming or removal of trees or shrubs as a part of sidewalk maintenance and repair is subject to the provisions of Chapter 12.12 of this Code.

E. “Owner,” “landowner,” or “property owner” means any person owning a lot, lots, or portions of a lot within the city, adjacent to or fronting on any portion of a sidewalk area.

F. “Person” shall include a natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, lessee, agent, servant, officer or employee of any of them.

G. “Sidewalk” and “sidewalk area” mean that portion of the public street right-of-way between the curb or curb line and the adjacent sidewalk or property line, including, without limitation, sidewalks, park strips, bulkheads, retaining walls, or other works for the protection of any sidewalk area. The term “park strip” is defined in Section 12.12.020 of this Code, which is incorporated herein by reference. A sidewalk may be located on private property or may be located on public property that abuts private property.

12.20.030 Maintenance and repair of sidewalks.

~~_____A._____~~ ~~An~~ A. Except as otherwise provided in this chapter, an owner of a lot or portion of a lot adjacent to or fronting any portion of a sidewalk area or on which a sidewalk area is located shall maintain and repair the sidewalk so that it remains a safe and non-dangerous condition at his/her/its sole cost and expense.

B. It shall be the responsibility of a landowner to promptly notify the City of a defective sidewalk located on or adjacent to the owner’s property.

C. The city will assess the extent of damage upon learning of an alleged defective sidewalk. The city will, at its own cost, grind the defective sidewalk to eliminate the hazard if grinding is feasible. If grinding will not eliminate the hazard, the city shall, at the city’s expense, demolish and remove the defective portion of sidewalk, and the owner will, at the owner’s sole cost, replace the portion of sidewalk removed by the city. The city shall, however, provide the services described in this subsection C. only if the city determines that: (i) a defective sidewalk exists; and (ii) the sidewalk’s defective condition was not caused by the intentional misconduct or negligence of the owner or the owner’s employee, agent, invitee, or contractor. For purposes of this chapter, damage to a sidewalk by tree roots shall not be deemed to have been caused by the intentional misconduct or negligence of a landowner. If the city reasonably determines that the defective sidewalk was caused by the intentional misconduct or negligence of the owner or the owner’s employee, agent, invitee, or contractor, the owner shall be solely responsible for all repair work required to address the hazard.

~~D._____~~ In the event a property owner fails to maintain and repair a sidewalk in accordance with this ~~Chapter~~chapter, the owner will be responsible for costs incurred by the city in undertaking maintenance and repair work on the owner’s behalf, including without limitation, any charge for the city’s costs of inspection and administration whenever the city awards a contract for such work, the costs of collecting the city’s expenses for the maintenance and repair work, and the handling of any lien placed on the property due to the failure of the property owner to promptly pay the city’s costs. An owner will not, however, be liable for the costs for which the city is responsible pursuant to subsection C. above.

BE. An owner's responsibility for trees, shrubs, and other items located in a park strip is set forth in Chapter 12.12 of this Code.

~~C. Notwithstanding the provisions of Streets and Highways Code Section 5614, as may be amended, the Director may, in his/her discretion and for sufficient cause, extend the period within which required maintenance and repair of sidewalk areas must commence by a period of not exceeding ninety (90) calendar days from the time the notice referred to in said Section 5614 is given. For the purposes of this Chapter, an owner will be deemed to have commenced the maintenance and repair of a sidewalk when physical work begins.~~ F. If a section of defective sidewalk will be replaced to eliminate a hazard, the process to remove the defective sidewalk and install new sidewalk shall be completed within thirty (30) calendar days of the date of the notice given by the city pursuant to Section 12.20.050 below. Notwithstanding the preceding sentence, if the city is responsible for the demolition and removal of defective sidewalk pursuant to this chapter, the landowner must complete the installation of the replacement sidewalk within seven (7) calendar days of the completion of the city's demolition and removal the defective sidewalk.

G. The maintenance and repair work occurring under this Chapter, including material utilized for such work, shall be in strict conformance with the applicable portions of the city's standard specifications as they now exist, or as they may hereafter be amended.

EH. Prior to commencing any maintenance and repair work, an owner must apply for and obtain an encroachment permit from the city's Public Works Department.

FI. An owner may request that, on the owner's behalf, the city perform sidewalk ~~maintenance and repair~~replacement work ~~on for which the owner's behalf~~owner is responsible. If the city, in its sole discretion, agrees to such a request, the city may perform the work with city forces or may contract with a vendor of the city's choosing to perform the work. In either case, the property owner will remain responsible for all costs of ~~maintenance and repair~~sidewalk replacement incurred by the city on the owner's behalf unless the City Council establishes a policy or program through which the city assists property owners ~~with maintenance and repair work or the costs associated with such work.~~

12.20.040 Liability for injury to the public.

Each property owner that is responsible for the maintenance and repair of a sidewalk pursuant to this Chapter shall owe a duty to members of the public to keep and maintain the sidewalk area in a safe and non-dangerous condition. An owner shall promptly notify the city of a defective sidewalk located on or adjacent to the owner's property. If, as a result of the failure of a property owner to satisfy the requirements of this chapter, including, without limitation, the duty to repair and to maintain a sidewalk area in a safe and non-dangerous condition, any person ~~who~~ suffers injury or damage to person or property, the property owner shall be liable to such person for the resulting damages, losses, and/or injuries and shall indemnify, defend, and hold the city harmless from such damages, losses, and injuries.

12.20.050 Property owner's failure to maintain and repair – Director's authority.

Where the Director has actual notice of the existence of a defective sidewalk, the Director may give written notice to ~~maintain and repair the defective sidewalk to~~ the owner of the lot, lots, or portions thereof adjacent to or fronting on the defective sidewalk or on which the sidewalk is located. Service of the notice to repair shall be by either regular U.S. mail or by personal service. The notice to repair shall particularly specify: (i) what work is required to be done and how the same is to be done and what materials shall be used in the repair; (ii) that, if the owner proceeds to undertake the repair by private contract, his/her/its activities will be governed by the provisions of this ~~Chapter~~chapter; (iii) the time period within which the repair must be ~~commenced/completed~~ by the owner; (iv) and that if the ~~repair—isrepairs are~~ not ~~commenced/completed~~ within such time period ~~and prosecuted diligently without interruption to completion~~, the city may, but shall not be required to, ~~proceed withperform~~ the ~~repairsidewalk replacement work on the owner's behalf~~, and the cost shall be subject to reimbursement in accordance with this ~~Chapter~~chapter. At the Director's discretion, the city may undertake sidewalk replacement work for a property owner who fails to comply with a notice to repair.

12.20.060 Notice of cost and hearing by Council.

A. If the city ~~undertakesperforms~~ work on a property owner's behalf in accordance with Section 12.20.050 above, the Director shall cause notice of the cost of the maintenance and repair work to be given upon completion in the manner specified in Chapter 22 of Division 7, Part 3, of the California Streets and Highways Code, as may be amended. The notice shall specify the day, hour, and place when the City Council will consider the report of the costs, together with any written objections or protests which may be raised by the property owner and any other interested persons. The notice shall also describe the procedure to be followed for written objections and protests. In no such case shall the hearing occur sooner than fifteen (15) days and not more than sixty (60) days after giving of notice.

B. No such hearing will be required if the property owner waives his/her/its right to a hearing and voluntarily pays or agrees to pay the costs identified in the Director's cost report.

12.20.070 Conference with Director.

The Director shall attempt to meet and confer with an affected property owner if the property owner files a written objection or protest to the Director's report of costs. Upon the conclusion of such a conference, the Director shall record his/her conclusions in the report of costs to the City Council, together with any recommendations for adjustment of the costs of repair, if any.

12.20.080 Hearing by City Council.

The City Council, on the day and hour fixed for hearing, shall hear and pass upon the report of the Director, together with any written protests or objections, which have not been withdrawn prior to the hearing, from the property owner liable for the work of maintenance and repair, in

accordance with the procedure provided in Chapter 22 of Division 7, Part 3, of the California Streets and Highways Code, as may be amended.

12.20.090 Collection of city’s costs.

The city shall have the remedies available under Chapter 22 of Division 7, Part 3 of the California Streets and Highways Code, as may be amended, to collect the costs confirmed by the City Council as a result of the hearing conducted in accordance with Section 12.20.080 above. Such remedies include the recording of a lien against an owner’s property or adding the amount owed to the city to the tax roll for the subject property.

Section 3: This Ordinance shall take effect thirty (30) days after its adoption, and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage or a summary of this ordinance shall be published in the Hanford Sentinel in a manner consistent with the requirements of the California Government Code.

##

THEREFORE, BE IT FURTHER RESOLVED, that based on the above and incorporated findings, the City Council approves Ordinance ~~1720~~-_____.

PASSED, ADOPTED AND APPROVED this _____ day of _____, ~~2017~~2020 by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____

Attachment: Ordinance 20-09 (with markup) (PW: Second Reading of Sidewalk Ordinance)

ABSENT: _____

~~DAVID AYERS~~ JOHN DRAXLER
MAYOR of the City of Hanford

Attest:

~~JENNIFER GOMEZ~~
NATALIE ORTEGA
ACTING CITY CLERK

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

I, ~~Jennifer Gomez~~, Natalie Ortega, Acting City Clerk of the City of Hanford, do hereby certify the foregoing Ordinance was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the ____ day of _____, ~~2017~~2020.

Date: _____

_____Acting City Clerk

Attachment: Ordinance 20-09 (with markup) (PW: Second Reading of Sidewalk Ordinance)



AGENDA STAFF REPORT

MEETING DATE: 10/6/2020	AGENDA SECTION: N
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SUBJECT:

Public Works: Approval of the purchase of a new 200 HP motor for the wastewater aeration basin from Turnupseed Electric Supply of Tulare, CA in an amount not to exceed \$38,771.74.

RECOMMENDATION:

That the City Council, by motion,

1. Approve the purchase of a new 200 HP motor for the wastewater extended aeration basin from Turnupseed Electric Supply of Tulare, CA for an amount not to exceed \$38,771.74.

BACKGROUND:

The Hanford Wastewater Treatment Facility utilizes extended aeration as part of the treatment process. In the extended aeration process, two large, 200 horsepower (HP) motors are used to add oxygen to the waste stream. Because these motors are a critical piece of equipment, the facility stocks a "shelf spare" so that when one of the motors fails, it can be replaced with minimum down time. Typically, the failed motor is rebuilt and becomes the "shelf spare".

Recently, one of the motors failed and the spare was installed. In evaluating the failed motor, it became clear that repair was not a viable option. The shaft is bent, the motor needs rewinding, and numerous other parts are either broken or damaged. The cost to repair the failed motor would be a minimum of \$27,636, plus any unforeseen damage. After repair, the motor would carry a 90 day warranty.

The motor has been in service for 17 years and has already been rebuilt twice. Given the critical nature and age of the equipment, staff recommends the purchase of a new motor rather than attempting another repair. The cost to purchase a new motor is \$38,771.74 and comes with a three year warranty. The 20/21 wastewater treatment facility budget included sufficient funding for this purchase.

FISCAL IMPACT:

The FY 20-21 Wastewater operations budget provided funding for this purchase.

ATTACHMENTS:

TES estimate



Turnupseed Electric Service, Inc.
1580 South "K" Street * P.O. Box 26
Tulare, CA 93274
(559) 686-1541 Fax. (559) 686-4454

14.N.a

QUOTATION NO.

091820BA-1

TO: City Of Hanford

DATE: 09/18/20

ATTN: Joe

ITEM NO.	DESCRIPTION	UNIT NET PRICE	UNIT	TOTAL
	R-34486			
	Reliance 200 HP 1200 RPM			
	449LP Frame TEFC			
	SN 6206018			
	Replacement cost:	\$38,771.74		
	Reliance 200 HP 460 v 1200 RPM			
	TEFC 449LP Frame			
	ETA 8 Weeks			
	Recondition Cost:	\$27,636.63		
	Clean all parts, repair bad bearing journal, and straighten shaft.			
	Get a new rotor built. Sleeve damaged bearing sleeve.			
	Rewind the winding with protection imbedded.			
	Balance the rotor.			
	Assemble with new bearings, grease, heaters.			
	Quote does not cover any unforeseen damages			
	Taxes and Shipping not included			

Attachment: TES estimate (PW: 200 HP wastewater aeration motor)

We agree to furnish the above items at the price listed provided this quotation is accepted within 30 days from this date 09/18/20

Respectfully Submitted,

Accepted:

By: *Brian Ayers*

Brian Ayers
Motor Shop Manager
Turnupseed Electric Service, Inc.



AGENDA STAFF REPORT

MEETING DATE: 10/6/2020	AGENDA SECTION: A
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SUBJECT:

Community Development: Zone Text Amendment No. 2020-02, a request by the City of Hanford to: - Amend Title 5, adding Chapter 5.64, establishing operating conditions for mobile food vendors; Amend Title 10, Section 10.14.140 conditions for use of public right-of-way by peddlers and vendors was amended to reference the requirements of Section 5.64; Amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding Mobile Vendors as a temporary use in all commercial zones; Amend Title 17, Section 17.76 to allow mobile vendors as a temporary use; and Amend Title 17, Section 17.96 to amend the definition of mobile food vendor and food trucks. Location: Citywide.

See staff report, attached.

FISCAL IMPACT:

ATTACHMENTS:

City Council Staff Report

Ordinance 20-12

Attachment 1 - Mobile Food Vendors Ordinance

Attachment 2 - Notice of Exemption

**CITY OF HANFORD CITY COUNCIL
STAFF REPORT
Tuesday, October 6, 2020**

PROJECT: **Zone Text Amendment No. 2020-02:** A request by the City of Hanford to:

- Amend Title 5, adding Chapter 5.64, establishing operating conditions for mobile food vendors;
- Amend Title 10, Section 10.14.140 conditions for use of public right-of-way by peddlers and vendors was amended to reference the requirements of Section 5.64;
- Amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding Mobile Vendors as a temporary use in all commercial zones;
- Amend Title 17, Section 17.76 to allow mobile vendors as a temporary use; and
- Amend Title 17, Section 17.96 to amend the definition of mobile food vendor and food trucks;

LOCATION: Citywide

STAFF RECOMMENDATION

Staff recommends that the City Council:

1. Introduce and waive the first reading of Ordinance No. 20-12, approving Municipal Code Amendment No. 2020-02.

RECOMMENDED MOTION

1. I move to introduce and waive the first reading of Ordinance No. 20-12, approving Municipal Code Amendment No. 2020-02.

PROJECT DESCRIPTION

The project is a request to amend Title 17 and Title 5 of the Hanford Municipal Code, as follows:

Amend Title 17:

- Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code, by adding mobile vendors as a temporary use in all commercial zones;
- Section 17.76 to allow mobile vendors as a temporary use;
- Section 17.96 to amend the definition of mobile food vendor and food trucks; and

Amend Title 10:

- Amending Section 10.14.140 conditions for use of public right-of-way by peddlers and vendors to reference the requirements of Section 5.64;

Amend Title 5:

- Adding Chapter 5.64, establishing operating conditions for mobile food vendors.

The revisions to Title 17 and addition of Chapter 5.64 are attached - **Attachment 1.**

BACKGROUND INFORMATION

For many years, there has been discussion regarding the creation of a “food truck” ordinance for the City of Hanford. However, clear direction from the full Council was not given to staff until 2019, during the City Council Goals and Objectives session, when the Council officially directed to staff to create an ordinance to allow mobile vendors and to change the current restrictions in the City of Hanford.

In April 2019, staff conducted a study session with City Council to receive direction on the regulation of mobile food vendors in the City of Hanford. In addition, staff recommended addressing sidewalk vendors in response to Senate Bill 946, signed by the governor in September 2018. The Bill pertained to non-motorized sidewalk vendors and limited local regulation, unless it is consistent with the State law.

The council suggested criteria to incorporate into the mobile food vendor ordinance, as follows:

1. Vending vehicles should be located no closer than 400 feet from brick and mortar restaurants;
2. Require property owner approval;
3. Require access to restrooms;
4. Could not be permanent, limited to six months, then no other food truck could locate there for another six months;
5. Required to be licensed by Kings County Department of Public Health and Environmental Health Services;
6. Required to be licensed by the City of Hanford – requirement to provide proof of insurance, background check, and fingerprinting

Following the study session, staff conducted stakeholder meetings with restaurant owners in Hanford and mobile food vendors with current licenses in Kings County, requesting feedback regarding the Council’s proposed regulations for mobile food vendors.

Restaurant owners provided the following comments:

1. Restaurants already compete with food trucks in the County;

2. Owners recommend not allowing food trucks in MX-D Downtown Mixed Use or C-R Regional Commercial (Mall and Costco area);
3. Restaurant owners reported lower sales during Thursday Night Market;
4. Restaurant owners didn't think food truck owners should need to be fingerprinted:

Staff response: The difference is food trucks are roving; Ice cream trucks are classified as food trucks and do require fingerprinting, since they serve children.

5. Didn't think food trucks becoming permanent was an issue;

Mobile vending vehicle operators provided the following comments:

1. Requesting permanent location, so they are not limited to six months. There was concern a food truck would establish and then six months down the road another business comes in and benefits off the reputation one business established;
2. Worried about property owner approval fee

Staff response: This is not a City issue, that would be at the discretion of the property owner; private agreement with individual property owners

3. If they owned the property, could they be located there without an expiration?

Staff response: Staff explained it was not the direction of the council to allow businesses to establish permanently without putting in the infrastructure required of other businesses they are competing with (such as a full kitchen and restrooms)

4. In agreement about the requirement to have fingerprinting and background checks, since they are roving.

In November 2019, staff conducted another study session with City Council to provide an update of the feedback received from restaurant owners and mobile vendors and receive direction.

Council directed staff to develop an ordinance for sidewalk vendors, consistent with State regulations, and mobile food vendors, incorporating the following regulations:

1. Mobile food vendors cannot operate within 400 feet of a brick and mortar restaurant, with exceptions for Civic Park and special events, such as concerts in the park and Thursday Night Market Place;
2. Mobile vendors operating on private property require property owner permission;
3. Stationary mobile vendors must have access to restrooms;

4. Mobile vendors operating on private property shall not become permanent and shall be limited to six months; another mobile vendor could not be approved for six months after the end of the previous vendor's occupancy. Mobile vendors operating on private property could be permitted to remain beyond the six-month period, with approval of a conditional use permit;
5. Vendors selling items appealing to children (such as snow cones and ice cream) require finger printing and a background check;
6. Mobile vendors can only be permitted on fully developed sites (with curb, gutter, and paving); and
7. Mobile vending vehicles require an inspection by the Fire Department.

Using the direction received by City Council, staff drafted the proposed ordinance. The direction given by Council was varied and it has taken many months to produce an ordinance that addressed the many concerns that Council had.

Planning Commission Public Hearing

Staff presented the proposed ordinance to the Planning Commission at their regularly scheduled meeting on August 25, 2020.

There was discussion regarding the distance requirements for food vending vehicles from brick and mortar restaurants and regarding the number of vendors allowed per site.

General feedback from the Planning Commission was that the ordinance set forth was too restrictive and limited where food vending vehicles could actually locate.

Ultimately, the Planning Commission recommended approval of the ordinance proposed, with two changes:

1. Section 5.64.040.E. Number of Vendors.

<u>Site size</u>	<u>Number of Vendors Permitted</u>
0.01 - 5 acres	two (2) vendors
5.01 - 10 acres	three (3) vendors
10.01 - 20 acres	four (4) vendors
20.01 - 40 acres	five (5) vendors

2. Section 5.64.050.B.2. Shall not be within two hundred fifty (250) feet of a brick-and-mortar restaurant business.

City Council Study Session

On September 15, 2020 staff conducted a final study session to receive direction from Council and provide an update on the Planning Commission's recommendations. Council concurred with the Planning Commission's recommendation and further instructed staff to:

- Change the definition of brick and mortar restaurants to exclude drive-thru restaurants (fast food) and beverage establishments;
- Completely remove the number of vendors permitted on site;
- Remove repetitive restrictions from other public entities, such as removing labeling requirements consistent with state regulations;
- Change the hours of operation for roaming sidewalk vendors operating in residential zones from 9:00 a.m. – 5:00 p.m. to 7:00 a.m. - sunset.
- Add an exception to distance requirements from brick and mortar restaurants to allow for operation in Civic Park as part of a special event, farmers market, or allowed operation consistent with Section 5.64.050 E. (proposed operation on Fridays and Saturdays); and
- Added information explicitly allowing rotating vending vehicles on a temporary use permit or conditional use permit, so long as each vendor obtains a vendors permit.

The ordinance attached reflects those changes.

PROJECT EVALUATION

Development

The draft ordinance was developed based on an evaluation of mobile vendor ordinances from various cities, meetings with stakeholders, and council direction.

General Plan Consistency

The ordinance does not conflict with any language set forth in the General Plan.

The ordinance enforces Hanford's overarching principles, including:

- Contributing to a prosperous community;
- Creating opportunities for jobs that benefit the existing and future community;
- Facilitation of a successful business environment;
- Contributing to the downtown area as the physical, cultural, civic, and commercial center of Hanford;
- Contributing to the diversification of industry; and
- Ensuring the safe, reliable, and efficient movement of people and goods

Section Summaries

TITLE 5

Section 5.64.100 sets forth the perceived challenges and potential safety issues created by mobile food and sidewalk vending. The purpose of the regulations set forth by Section 5.64 is to address the operation of mobile food and sidewalk vendors to protect public safety.

Section 5.64.020 provides definitions of terms used throughout the mobile food vendors' ordinance.

Section 5.64.030 establishes the requirement to obtain a business license and pay business license taxes.

Section 5.64.040 sets forth regulations applying to all vendors in general.

- A. Vendors shall not display, sell, dispense, or exchange any item other than food and/or beverages within the City limits, unless authorized by a mobile food vendor permit, obtained from the City.
- B. Vendors shall maintain a valid California Department of Tax and Fee Administration seller's permit, as required.
- C. Vendors shall maintain a copy of a valid Food Vending Permit, issued by the Kings County Department of Public Health, as required.
- D. Mobile vending vehicles shall not operate in any city-owned parking lot, park, or garage, with the exception of Civic Park.
- E. Vendors shall not operate in yellow commercial loading/unloading zones or white passenger loading zones.
- F. Vendors shall not stop within twenty-five (25) feet of an intersection when making a sale or attempting to make a sale.
- G. Vendors shall not park within ten (10) feet of a structure or another food-vending vehicle.
- H. Signage on the mobile food truck is permitted. A-frame signage and/or similar signs shall be prohibited.
- I. The vendor shall completely remove all equipment and other materials, including, without limitation, waste materials, from the site upon the conclusion of the vending activities, excepting such interior storage of equipment or materials, as may be allowed on the site with the permission of the owner or operator of the site.
- J. Shall pick up, remove, and dispose of all garbage, and/or materials dispensed from the vending vehicle/cart and any residue deposited on the ground from the operation thereof, and otherwise maintain in a clean and debris-free condition the entire area within a twenty-five (25) foot radius of the location where mobile food vending is occurring.

- K. Vendors shall not sell or attempt to sell by means of any outcry, sound, speaker or amplifier, or any instrument that violates the City of Hanford noise standard in Chapter 9.10.
- L. Vending shall not be permitted directly to persons in other vehicles or from other than the curbside of the vending vehicle when the vehicle is parked in the right-of-way.
- M. Vendors shall not use City utility connections, including water and electric, without prior written approval from the City.
- N. Vendors shall control smoke and odors caused by food preparation to avoid a public nuisance.

Section 5.64.050 sets forth regulations applying to mobile vending vehicles, including short-term operation on public streets and operation on private property.

Mobile vending vehicles operating in the City shall be compliant with the California Fire Code (CFC), California Code of Regulations, Title 19 (CCR), California Mechanical Code (CMC), and the California Health and Safety Code (H&S).

- A. Required Inspections. An inspection of the mobile vending vehicle is required by the Fire Department, prior to issuance of a mobile vending permit.

1. Frequency:

- a. Mobile vending vehicles with a hood system require an inspection every six (6) months.
- b. Mobile vending vehicles with a generator require an inspection annually.

2. Requirements:

- a. Mobile vending vehicles with a hood system require an extinguishing system and a separate fire extinguisher.

- B. Short-Term Operation on Public Streets. In addition to the requirements in Section 5.64.040, a mobile food vending vehicle on a public street, that remains in the same location on a short-term basis, shall comply with Hanford Municipal Code Section 10.16.140, in addition to the following:

- 1. Shall not conduct business or operate on the same block for longer than ten (10) minutes, and shall not, within a period of four (4) hours, again operate such vehicle within five hundred (500) feet of a prior operating location. Each instance of vending beyond the period authorized for parking per site shall constitute a separate and distinct offense.
- 2. Shall not be located within two hundred fifty (250) feet of a brick and mortar restaurant business.
- 3. Shall not conduct business or operate, between the hours of 8:00 a.m. and 5:00 p.m., within one (1) block of any public or private school grounds on days that school is open to students.

4. Shall not conduct business within one (1) block of any City park at which a City-approved and permitted special event is taking place without having obtained a special event permit.
 5. Shall only conduct business from a licensed vehicle or licensed trailer on a public street while parked in a designated parking area.
 6. Shall, at all times, operate in compliance with the California Vehicle Code, the Hanford Vehicles and Traffic Code, Title 10, and all posted parking, stopping and standing restrictions.
 7. Shall not encroach onto a public sidewalk with any part of a vehicle, wagon, trailer or truck or any other equipment or furniture related to the operation of the business without a minimum four (4) foot clearance, including customer queuing areas.
 8. Shall provide garbage and recycling receptacles for immediate use by customers; and
 9. Shall maintain, at all times during which the vending vehicle is in operation, a policy of general comprehensive liability insurance with limits as approved by the City and insuring against injury or death of a person and for claims of property damage resulting from the applicant's use of the public right-of-way. The City and its officials, officers, employees and agents shall be named as additional insured under such insurance policy, and the applicant shall cause its insurer to waive the right of subrogation with respect to the City and its officials, officers, employees, and agent. The applicant will deliver to the City endorsements to the applicant's insurance policy as evidence of the satisfaction of these insurance requirements.
- C. Long-Term Operation on Public Streets. A mobile vending vehicle that remains in the same location on a public street for a period exceeding the maximum time allowed under subsection A. is prohibited.
- D. Operation on Private Property. In addition to the requirements of Section 5.64.040, a mobile vending vehicle on private property shall be subject to the following requirements and limitations:
1. Have written documentation of the property owner's authorization to operate on the property in their possession.
 2. Be located on a fully developed parcel. Locations shall have curb, gutter, sidewalk and be paved with a solid material, to provide a durable, dustless surface and shall be so graded and drained as to dispose of surface water, for parking of the mobile food vending vehicle and guests.
 3. Be located outside of the required setback area, established by the zone district, in accordance with Title 17.
 4. Vendors shall only occupy parking spaces not required to meet the minimum requirements of the current primary use(s) on the property, as required in Section 17.54.040. Use of the primary business(es)' required parking spaces by a vendor is prohibited. The vending facility shall not be placed on landscaped areas, nor shall the vending facility adversely impact any landscaping or landscaped areas.

5. Cannot be located within two hundred fifty (250) feet of a brick and mortar restaurant business, except as follows:
 - a. The restaurant and vendor are operated by the same entity; or
 - b. The vendor has prior written permission of the brick and mortar restaurant business owner to operate on the property of that existing business; or
 - c. The vendor is authorized to locate in Civic Park as part of a certified farmers' market, special event, or specified permit, as allowed in Section 5.64.050 E.
 6. If a mobile vending vehicle will be parked at a location for more than one (1) hour, the site must contain toilet facilities for employees on site or within two hundred (200) feet of the vending vehicle. Applicants will be required to submit a letter signed by the party owning or controlling the toilet facilities indicating that the facilities used to fulfill this obligation can be used by the mobile vending vehicle employees.
 7. Only be established on sites which have an active business open during the hours of the mobile food vendor's operations. Mobile food vending shall be an ancillary use to the primary business on-site.
 8. Hours of operation shall be limited to those hours the primary business on the site is open, excepting that where a business is located within one hundred fifty (150) feet of the R-L, R-M, R-H, or O-R zone district, vending shall be prohibited during the hours of 10:00 p.m. to 7:00 a.m.
 9. Confine the entire operation on the private property, including queuing of patrons.
 10. A temporary use permit may be issued for a time period not to exceed six (6) months for a single location. Rotating vendors are acceptable in the location identified on the temporary use permit. A vendor's permit is required for each mobile vending vehicle. A new permit for the same or a different vending vehicle may not be issued at the location for a minimum of six (6) months.
 11. A vending vehicle may remain on private property for more than six (6) months, upon approval of a conditional use permit, in zones as provided in Section 17.08.030 of this code. Rotating vendors are acceptable in the location identified on the temporary use permit. A vendor's permit is required for each mobile vending vehicle.
 12. Provide garbage and recycling receptacles for immediate use by customers.
 13. Mobile vendor permits are not required for mobile vendors to cater a one (1) day private event or party located on private property with no retail sale to the general public and no admission charge to the event, with the exception that the mobile vendors must have a Food Vending Permit from Kings County and a business license.
- E. Operation on City Property and Parks. In addition to the requirements in Section 5.64.040, a mobile food vending vehicle on city property is prohibited, with the following exceptions:

1. As part of a special event, with the appropriate city permits that include food vending operations in City parks.
2. By a special permit issued by the Parks and Community Services Department in designated spaces in Civic Park on Friday and Saturday night only.

Section 5.64.060 sets forth regulations for sidewalk vendors, consistent with State law.

In addition to the requirements in Section 5.64.040, a sidewalk vendor on a public street, any city right-of-way, or public park, shall comply with Hanford Municipal Code Section 10.16.140 and the following:

- A. Ensure that no obstruction is placed on the sidewalk or public right-of-way that would reduce the width of the sidewalk available to pedestrian travel to less than forty-eight (48) inches, exclusive of the top of the curb, in order to maintain Americans with Disabilities Act (ADA) - accessibility standards. No obstruction shall be located on a sidewalk or public right-of-way less than six (6) feet in width when the sidewalk is adjacent to the curb.
- B. To prevent food-borne illness and protect the health and safety of the city's residents, every sidewalk vendor selling any food or beverage is required to wear a hairnet and food service gloves.
- C. Stationary sidewalk vendors shall be prohibited from selling in residentially zoned neighborhoods.
- D. Roaming sidewalk vendors are permitted to sell in residentially zoned neighborhoods from 7:00 a.m. to sunset.
- E. Sidewalk vending stands and carts shall not exceed eight (8) feet in height, eight (8) feet in length, and four (4) feet in width; shall not impede access to the entrance of any adjacent building or driveway; shall not impede pedestrian right-of-way or vehicle right-of-way (including bike lanes); shall not be located on sidewalks where there is not on-street parking immediately adjacent; and must comply with Americans with Disabilities Act (ADA) and other accessibility standards.
- F. Sidewalk vending stands and carts shall not be located within twenty (20) feet of a fire hydrant, fire escape, bus stop, loading zone, ADA-accessible parking space, access ramp, or driveway.
- G. Sidewalk vendors shall supply a way to dispose of trash if an existing trash container does not exist within twenty-five (25) feet of the stand or cart. Additionally, sidewalk vendors must maintain the cleanliness of their site and area within twenty-five (25) feet.
- H. All sidewalk vending stands, carts, signs, refuse containers and other material set up or provided by the vendor must be removed from the vending site during non-vending hours. Any equipment or objects left in public spaces or in any portion of the public right-of-way may be impounded.
- I. To facilitate the enforcement of this chapter, every sidewalk vendor must display their city-issued sidewalk vending permit on the street-side portion of their pushcart, stand, display,

pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance when operating in the public right-of-way or on public property.

- J. To prevent unintended rolling or slipping, a sidewalk vendor is prohibited from operating a pushcart, pedal-driven cart, wagon, or other non-motorized conveyance on a public-right-of-way with a slope greater than five (5) percent.
- K. A sidewalk vendor is prohibited from operating within five hundred (500) feet of a permitted, certified farmers' market, a permitted swap meet, or any area subject to a temporary use permit for the duration of the permit.
- L. Sidewalk vendors vending in a city park may only vend during hours the park is open. Sidewalk vendors may not, however, vend within a city park during a city-approved event when there is an exclusive agreement with one (1) or more concessionaires.
- M. Sidewalk vendors are prohibited from having tables and chairs for customer use.
- N. Excepting those vendors who have demonstrated an inability to pay, as set forth in Section 5.64.120, all sidewalk vendors shall maintain, at all times during operation, a policy of general comprehensive liability insurance with limits as approved by the City and insuring against injury or death of a person and for claims of property damage resulting from the applicant's use of the public right-of-way. The City and its officials, officers, employees and agents shall be named as additional insured under such insurance policy, and the applicant shall cause its insurer to waive the right of subrogation with respect to the City and its officials, officers, employees, and agent. The applicant will deliver to the City endorsements to the applicant's insurance policy as evidence of the satisfaction of these insurance requirements.

Section 5.64.070 details the required submittals for a vendor permit. Requirements include providing a copy of a valid California Department of Tax and Fee Administration seller's permit, a Food Vending Permit from Kings County Department of Public Health, and a requirement to provide fingerprints and a background check for those vendors selling commodities appealing to children (such as ice cream, snow cones, candy, and toys).

Section 5.64.080 establishes the requirement to obtain a vendor permit and operate consistent with said permit.

Section 5.64.090 permits the City to obtain fees to offset the City's cost of regulation of vendors.

Section 5.64.100 establishes violation, vendor permit suspension, revocation, and appeal procedures for those vendors operating inconsistent with the requirements of the chapter.

Section 5.64.110 establishes penalty amounts for vending infractions, consistent with State law.

Section 5.64.120 allows an inability to pay determination to be made in warranted cases.

TITLE 10

Section 10.14.140 conditions for use of public right-of-way by peddlers and vendors was amended to reference the requirements of Section 5.64.

TITLE 17

Table 17.08.030 revises the Commercial, Office, and Industrial Use Table to add ‘mobile food vendor or food truck’, as a temporary use and conditionally permitted use in the C-N Neighborhood Commercial, C-R Regional Commercial, C-S Service Commercial, C-H Highway Commercial, MX-N Neighborhood Mixed Use, MX-C Corridor Mixed Use, MX-D, Downtown Mixed Use, O Office, I-L Light Industrial, and I-H Heavy Industrial zone district, in accordance with the Specific Land Use Standards set forth in Section 5.64.

Commercial, Office, and Industrial Use Table																
P = Use is Permitted by Right C = Use Requires Conditional Use Permit A = Use Requires Administrative Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed																
Land Uses		Commercial Zones				Mixed Use Zones			Industrial and Office Zones				Other Zones			Specific Land Use Standards (See identified Section)
		C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	O	I-L	I-H	AP	PF	CO	
A13	Mobile <u>food</u> vend <u>oring</u> or food truck	C T	C T	C T	C T	C T	C T	C T		C T	C T	C T				See Chapter 5.64

Section 17.76.020 K. was revised to add sidewalk vendors, in accordance with Chapter 5.64, as a temporary use exempt from permit requirements.

Section 17.76.030 J. was revised to add mobile vending vehicles, in accordance with Chapter 5.64, as a temporary use requiring a permit.

Section 17.96.020 was amended to include a definition of mobile food vendor or food truck. “Mobile food vendor” or “food truck” means and refers to the sale, display, solicitation or offer for sale, barter, exchange, gift or otherwise of food or beverages from any vending vehicle or non-motorized cart on a public street or highway or private property. (See additional regulations in Chapter 5.64 of the Municipal Code) (A13).

FINDINGS FOR APPROVAL

Zone Text Amendment No. 2020-02

In taking action on a Zone Text Amendment, the Planning Commission must make the appropriate findings, in accordance with Section 17.86.030 of the Hanford Municipal Code:

1. The amendment is internally consistent with the goals, objectives, and policies of the General Plan and this title;

Analysis: That the zone text amendment is internally consistent with the goals, objectives, and policies of the General Plan and this title, by enforcing Hanford's overarching principles, including:

- Contributing to a prosperous community;
- Creating opportunities for jobs that benefit the existing and future community;
- Facilitation of a successful business environment;
- Contributing to the downtown area as the physical, cultural, civic, and commercial center of Hanford;
- Contributing to the diversification of industry; and
- Ensuring the safe, reliable, and efficient movement of people and goods

The addition of Section 5.64 and the revisions to Section 10.16.140, 17.08.030, 17.76, and 17.96.020 do not conflict with the General Plan and further the overarching principles of the General Plan.

2. The amendment would not be detrimental to the public health, safety, or welfare of the community;

Analysis: That the addition of Section 5.64 and the revisions to Section 10.16.140, 17.08.030, 17.76, and 17.96.020 of the Hanford Municipal Code are not detrimental to the public health, safety, or welfare of the community. Section 5.64.010 addresses the potential for safety hazards created by mobile food and sidewalk vending. The purpose of Section 5.64 is to tailor the City's regulations to address mobile food vending vehicles and sidewalk vendors that operate in the City, in order to advance the City's substantial public interest in protecting public safety.

3. The amendment would maintain the appropriate balance of land uses within the City;

Analysis: That jobs-housing balance is achieved by increasing opportunities for people to work and live in close proximity. The ratio is expressed as the number of jobs divided by the number of housing units. The jobs-housing balance is a general tool for analyzing where people work, where they live, and how effectively they can travel between the two. In the planning area, the existing jobs-housing balance ratio in 2013-2014 was 1.17. It is estimated that the implementation of the General Plan would increase the jobs-housing balance by 0.45 to 1.62, which would make the planning area a jobs-rich area. The proposal to regulate and allow mobile food vendors and sidewalk vendors will contribute to the creation and diversification of jobs in the City limits.

4. The anticipated land uses on the subject site would be compatible with existing and future surrounding uses;

ANALYSIS: That the zone text amendment applies to locations citywide, including the public right-of-way, public streets, Civic Park, and various private properties in C-N Neighborhood Commercial, C-R Regional Commercial, C-S Service Commercial, C-H Highway Commercial, MX-N Neighborhood Mixed Use, MX-C Corridor Mixed Use, MX-D, Downtown Mixed Use, O Office, I-L Light Industrial, and I-H Heavy Industrial zone district. Sidewalk and mobile vendors have been evaluated and conditioned to limit conflict with existing and future surrounding uses, including limits on hours of operation, restrictions on distance to schools, restrictions on distance brick-and-mortar restaurants, and distance from special events and city-events.

PUBLIC COMMENTS

Noticing of the public hearing for the Zone Text Amendment was published in the newspaper on September 25, 2020. The City of Hanford has not received comments on the project as of the preparation of this report.

ENVIRONMENTAL ASSESSMENT

Pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) guidelines, the project is exempt from environmental review. A Notice of Exemption has been prepared and is attached - **Attachment 2**.

RECOMMENDATION

Staff recommends that the City Council:

1. Introduce and waive the first reading of Ordinance No. 20-12, approving Municipal Code Amendment No. 2020-02.

Project Applicant:

City of Hanford
317 N. Douty St.
Hanford, CA 93230

ORDINANCE NO. 2020-12

AN ORDINANCE APPROVING ZONE TEXT AMENDMENT NO. 2020-02, A REQUEST BY THE CITY OF HANFORD TO: - AMEND TITLE 5, ADDING CHAPTER 5.64, ESTABLISHING OPERATING CONDITIONS FOR MOBILE FOOD VENDORS; AMEND TITLE 10, SECTION 10.14.140 CONDITIONS FOR USE OF PUBLIC RIGHT-OF-WAY BY PEDDLERS AND VENDORS WAS AMENDED TO REFERENCE THE REQUIREMENTS OF SECTION 5.64; AMEND TITLE 17, SECTION 17.08.030 – COMMERCIAL, OFFICE, AND INDUSTRIAL ZONE USE TABLE OF THE HANFORD MUNICIPAL CODE BY ADDING MOBILE VENDORS AS A TEMPORARY USE IN ALL COMMERCIAL ZONES; AMEND TITLE 17, SECTION 17.76 TO ALLOW MOBILE VENDORS AS A TEMPORARY USE; AND AMEND TITLE 17, SECTION 17.96 TO AMEND THE DEFINITION OF MOBILE FOOD VENDOR AND FOOD TRUCKS. LOCATION: CITYWIDE.

The City Council of the City of Hanford does ordain as follows:

Section 1: The Hanford Municipal Code Title 17, the Zoning Ordinance contains regulations to ensure the public health, safety, peace, comfort, convenience, prosperity and general welfare of the citizens of Hanford, including zoning categories, allowed uses and development standards.

Section 2: The Hanford Municipal Code Title 5, Business Licenses and Regulations, contains requirements for business licenses, establishes business license fees, and provides regulations for businesses.

Section 3: The Hanford Municipal Code Title 10, Vehicles and Traffic, addresses regulations pertaining to transportation, pedestrians, loading zones, and vehicle safety.

Section 2: The City Council has held a public hearing on the amendment to Title 5, 10, and 17, as follows, and as attached as **Exhibit A:**

- Amend Title 5, adding Chapter 5.64, establishing operating conditions for mobile food vendors;
- Amend Title 10, Section 10.14.140 conditions for use of public right-of-way by peddlers and vendors was amended to reference the requirements of Section 5.64;
- Amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding Mobile Vendors as a temporary use in all commercial zones;
- Amend Title 17, Section 17.76 to allow mobile vendors as a temporary use; and
- Amend Title 17, Section 17.96 to amend the definition of mobile food vendor and food trucks;

Section 3: The City Council finds that the adoption of this ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the following sections of the CEQA Guidelines, 14 Cal. Code of Regulations, Chapter 3:

- A. The ordinance is exempt under Section 15061(b) (3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The ordinance permits mobile vendors to operate mobile sidewalk vending carts and mobile vending vehicles within City limits on fully developed sites and in the public right-of-way;
- B. If the proposed ordinance were considered a project subject to CEQA, it is categorically exempt pursuant to (1) CEQA Guideline 15301 (c) minor alteration of existing public facilities, sidewalks and similar facilities, involving negligible expansion of use.

SECTION 4: The proposed amendment was evaluated for consistency with the General Plan and the Zoning Ordinance in accordance with Sections 17.02.060, 17.08.050, 17.86.030 and based on the following findings:

1. The amendment is internally consistent with the goals, objectives, and policies of the General Plan and this title;

Analysis: That the zone text amendment is internally consistent with the goals, objectives, and policies of the General Plan and this title, by enforcing Hanford's overarching principles, including:

- Contributing to a prosperous community;
- Creating opportunities for jobs that benefit the existing and future community;
- Facilitation of a successful business environment;
- Contributing to the downtown area as the physical, cultural, civic, and commercial center of Hanford;
- Contributing to the diversification of industry; and
- Ensuring the safe, reliable, and efficient movement of people and goods

The addition of Section 5.64 and the revisions to Section 10.16.140, 17.08.030, 17.76, and 17.96.020 do not conflict with the General Plan and further the overarching principles of the General Plan.

2. The amendment would not be detrimental to the public health, safety, or welfare of the community;

Analysis: That the addition of Section 5.64 and the revisions to Section 10.16.140, 17.08.030, 17.76, and 17.96.020 of the Hanford Municipal Code are not detrimental to the public health, safety, or welfare of the community. Section 5.64.010 addresses the potential for safety hazards created by mobile food and sidewalk vending. The purpose of Section 5.64 is to tailor the City's regulations to address mobile food vending vehicles and sidewalk vendors that operate in the City, in order to advance the City's substantial public interest in protecting public safety.

3. The amendment would maintain the appropriate balance of land uses within the City;

Analysis: That jobs-housing balance is achieved by increasing opportunities for people to work and live in close proximity. The ratio is expressed as the number of jobs divided by the number of housing units. The jobs-housing balance is a general tool for analyzing where people work, where they live, and how effectively they can travel between the two. In the planning area, the existing jobs-housing balance ratio in 2013-2014 was 1.17. It is estimated that the implementation of the General Plan would increase the jobs-housing balance by 0.45 to 1.62, which would make the planning area a jobs-rich area. The proposal to regulate and allow mobile food vendors and sidewalk vendors will contribute to the creation and diversification of jobs in the City limits.

4. The anticipated land uses on the subject site would be compatible with existing and future surrounding uses;

ANALYSIS: That the zone text amendment applies to locations citywide, including the public right-of-way, public streets, Civic Park, and various private properties in C-N Neighborhood Commercial, C-R Regional Commercial, C-S Service Commercial, C-H Highway Commercial, MX-N Neighborhood Mixed Use, MX-C Corridor Mixed Use, MX-D, Downtown Mixed Use, O Office, I-L Light Industrial, and I-H Heavy Industrial zone district. Sidewalk and mobile vendors have been evaluated and conditioned to limit conflict with existing and future surrounding uses, including limits on hours of operation, restrictions on distance to schools, restrictions on distance brick-and-mortar restaurants, and distance from special events and city-events.

SECTION 5: The City Council of the City of Hanford does ordain that Title 17 is hereby amended as shown in **Exhibit A**.

SECTION 6: That the ordinance shall take effect thirty (30) days after its passage, and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage or a summary of this ordinance shall be published in the Hanford Sentinel in a manner consistent with the requirements of the California Government Code.

Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on October 6, 2020, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED

John Draxler
MAYOR of the City of Hanford

ATTEST:

SARAH MARTINEZ
CITY CLERK

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

I, NATALIE ORTEGA, City Clerk of the City of Hanford, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Hanford on the 6th day of October, 2020, and it was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the ____ day of ____, 2020.

NATALIE ORTEGA
CITY CLERK

Exhibit A**TITLE 5****CHAPTER 5.64 MOBILE FOOD VENDORS****5.64.010 MOBILE FOOD VENDING**

- A. The Hanford City Council finds that mobile food and sidewalk vending creates the potential for safety hazards, including:
1. Interfering with motorist and pedestrian visibility when parked, due to their height and bulk.
 2. Creating pedestrian conflicts on already congested sidewalks, forcing pedestrians into the street, due to the queuing of customers on sidewalks.
 3. Preventing normal turnover of the City's limited on-street parking spaces, resulting in motorists becoming distracted and slowing traffic while looking for parking spaces.
 4. Encouraging pedestrians to cross mid-block to purchase food.
 5. Placing equipment and furniture on public sidewalks, creating pedestrian trip and other hazards.
- B. The purpose of this chapter is to tailor the City's regulations to address mobile food vending vehicles and sidewalk vendors that operate in the City, in order to advance the City's substantial public interest in protecting public safety.

5.64.020 DEFINITIONS

"Beverages" means and refers to a liquid for drinking that does not contain alcohol.

"Block" means and refers to the segment of a street between adjacent intersections or between an intersection and the terminus of the street or the City boundary.

"Brick and mortar restaurant" means a permanent restaurant business. The term "restaurant" includes the various types of restaurants defined in Section 17.92.020, which definitions are incorporated herein by reference. This definition shall not include limited service drive-thru restaurants (fast food) or businesses primarily engaged in the preparation and sale of beverages.

"City" means the City of Hanford.

"Food" or "foodstuff" means and refers to any substance as defined by Section 113781 of the California Health and Safety Code, defined as a raw, cooked, or processed edible substance, ice, beverage, an ingredient used or intended for use or for sale in whole or in part for human consumption, and chewing gum.

“Mobile food vendor” means a person who engages in the sale, display, solicitation or offer for sale, barter, exchange, gift or otherwise of food or beverages from any vending vehicle or non-motorized cart on a public street or private property.

“Peddler” includes every person who carries from place to place, in either a pack, vehicle, basket, or other contrivance, and offers or sells, barter, or exchanges any goods, wares or merchandise (except religious publications, newspapers or periodicals); provided, however, such term shall not apply to commercial travelers selling their goods to merchants and other business establishments, whether for present or future delivery.

“Roaming sidewalk vendor” means a sidewalk vendor who moves from place to place and only stops for a brief time to complete a transaction.

“Sidewalk vendor” and “stationary sidewalk vendor” means a person who sells food, beverages or merchandise from a pushcart, stand, display, pedal driven cart, wagon, showcase, rack, or other non-motorized conveyance or from one’s person in a public park, upon a public sidewalk or other pedestrian path.

“Toilet facility” means a fixture maintained with a toilet room for the purpose of defecation or urination or both, as further defined in Health and Safety Code Section 114359.

“Mobile vending vehicle” or “vending vehicle” means and refers to any self-propelled, motorized device by which any person or property may be propelled or moved upon a public street, excepting a device moved exclusively by human power, or which may be drawn or towed by a self-propelled, motorized vehicle, from which foodstuffs are sold, displayed, solicited or offered for sale, bartered, exchanged, given or otherwise.

“Vendor” means any person who operates a vending vehicle, stand or cart, pursuant to this chapter.

5.64.030 BUSINESS LICENSE AND TAXES

All vendors governed by this chapter shall obtain a business license and pay business license taxes pursuant to Chapter 5.04 and 5.08 of this Title. No business license shall be issued without evidence that the vendor has obtained all permits required by this chapter. The original of the City business license, health permit, and any permit required by this chapter shall be displayed conspicuously at all times on the vehicle, stand, or cart, as applicable.

5.64.040 VENDOR REGULATIONS – GENERALLY

- A. Vendors shall not display, sell, dispense, or exchange any item other than food and/or beverages within the City limits, unless authorized by a mobile food vendor permit, obtained from the City.
- B. Vendors shall maintain a valid California Department of Tax and Fee Administration seller’s permit, as required.
- C. Vendors shall maintain a copy of a valid Food Vending Permit, issued by the Kings County Department of Public Health, as required.

- D. Mobile vending vehicles shall not operate in any city-owned parking lot, park, or garage, with the exception of Civic Park.
- E. Vendors shall not operate in yellow commercial loading/unloading zones or white passenger loading zones.
- F. Vendors shall not stop within twenty-five (25) feet of an intersection when making a sale or attempting to make a sale.
- G. Vendors shall not park within ten (10) feet of a structure or another food-vending vehicle.
- H. Signage on the mobile food truck is permitted. A-frame signage and/or similar signs shall be prohibited.
- I. The vendor shall completely remove all equipment and other materials, including, without limitation, waste materials, from the site upon the conclusion of the vending activities, excepting such interior storage of equipment or materials, as may be allowed on the site with the permission of the owner or operator of the site.
- J. Shall pick up, remove, and dispose of all garbage, and/or materials dispensed from the vending vehicle/cart and any residue deposited on the ground from the operation thereof, and otherwise maintain in a clean and debris-free condition the entire area within a twenty-five (25) foot radius of the location where mobile food vending is occurring.
- K. Vendors shall not sell or attempt to sell by means of any outcry, sound, speaker or amplifier, or any instrument that violates the City of Hanford noise standard in Chapter 9.10.
- L. Vending shall not be permitted directly to persons in other vehicles or from other than the curbside of the vending vehicle when the vehicle is parked in the right-of-way.
- M. Vendors shall not use City utility connections, including water and electric, without prior written approval from the City.
- N. Vendors shall control smoke and odors caused by food preparation to avoid a public nuisance.

5.64.050 MOBILE VENDING VEHICLES

Mobile vending vehicles operating in the City shall be compliant with the California Fire Code (CFC), California Code of Regulations, Title 19 (CCR), California Mechanical Code (CMC), and the California Health and Safety Code (H&S).

- A. Required Inspections. An inspection of the mobile vending vehicle is required by the Fire Department, prior to issuance of a mobile vending permit.

- 1. Frequency:

- a. Mobile vending vehicles with a hood system require an inspection every six (6) months.

b. Mobile vending vehicles with a generator require an inspection annually.

2. Requirements:

a. Mobile vending vehicles with a hood system require an extinguishing system and a separate fire extinguisher.

B. Short-Term Operation on Public Streets. In addition to the requirements in Section 5.64.040, a mobile food vending vehicle on a public street, that remains in the same location on a short-term basis, shall comply with Hanford Municipal Code Section 10.16.140, in addition to the following:

1. Shall not conduct business or operate on the same block for longer than ten (10) minutes, and shall not, within a period of four (4) hours, again operate such vehicle within five hundred (500) feet of a prior operating location. Each instance of vending beyond the period authorized for parking per site shall constitute a separate and distinct offense.
2. Shall not be located within two hundred fifty (250) feet of a brick and mortar restaurant business.
3. Shall not conduct business or operate, between the hours of 8:00 a.m. and 5:00 p.m., within one (1) block of any public or private school grounds on days that school is open to students.
4. Shall not conduct business within one (1) block of any City park at which a City-approved and permitted special event is taking place without having obtained a special event permit.
5. Shall only conduct business from a licensed vehicle or licensed trailer on a public street while parked in a designated parking area.
6. Shall, at all times, operate in compliance with the California Vehicle Code, the Hanford Vehicles and Traffic Code, Title 10, and all posted parking, stopping and standing restrictions.
7. Shall not encroach onto a public sidewalk with any part of a vehicle, wagon, trailer or truck or any other equipment or furniture related to the operation of the business without a minimum four (4) foot clearance, including customer queuing areas.
8. Shall provide garbage and recycling receptacles for immediate use by customers; and
9. Shall maintain, at all times during which the vending vehicle is in operation, a policy of general comprehensive liability insurance with limits as approved by the City and insuring against injury or death of a person and for claims of property damage resulting from the applicant's use of the public right-of-way. The City and its officials, officers, employees and agents shall be named as additional insured under such insurance policy, and the applicant shall cause its insurer to waive the right of subrogation with respect to the City and its officials, officers, employees, and agent. The applicant will deliver to the City

endorsements to the applicant's insurance policy as evidence of the satisfaction of these insurance requirements.

- C. Long-Term Operation on Public Streets. A mobile vending vehicle that remains in the same location on a public street for a period exceeding the maximum time allowed under subsection A. is prohibited.
- D. Operation on Private Property. In addition to the requirements of Section 5.64.040, a mobile vending vehicle on private property shall be subject to the following requirements and limitations:
 - 1. Have written documentation of the property owner's authorization to operate on the property in their possession.
 - 2. Be located on a fully developed parcel. Locations shall have curb, gutter, sidewalk and be paved with a solid material, to provide a durable, dustless surface and shall be so graded and drained as to dispose of surface water, for parking of the mobile food vending vehicle and guests.
 - 3. Be located outside of the required setback area, established by the zone district, in accordance with Title 17.
 - 4. Vendors shall only occupy parking spaces not required to meet the minimum requirements of the current primary use(s) on the property, as required in Section 17.54.040. Use of the primary business(es)' required parking spaces by a vendor is prohibited. The vending facility shall not be placed on landscaped areas, nor shall the vending facility adversely impact any landscaping or landscaped areas.
 - 5. Cannot be located within two hundred fifty (250) feet of a brick and mortar restaurant business, except as follows:
 - a. The restaurant and vendor are operated by the same entity; or
 - b. The vendor has prior written permission of the brick and mortar restaurant business owner to operate on the property of that existing business; or
 - c. The vendor is authorized to locate in Civic Park as part of a certified farmers' market, special event, or specified permit, as allowed in Section 5.64.050 E.
 - 6. If a mobile vending vehicle will be parked at a location for more than one (1) hour, the site must contain toilet facilities for employees on site or within two hundred (200) feet of the vending vehicle. Applicants will be required to submit a letter signed by the party owning or controlling the toilet facilities indicating that the facilities used to fulfill this obligation can be used by the mobile vending vehicle employees.
 - 7. Only be established on sites which have an active business open during the hours of the mobile food vendor's operations. Mobile food vending shall be an ancillary use to the primary business on-site.

8. Hours of operation shall be limited to those hours the primary business on the site is open, excepting that where a business is located within one hundred fifty (150) feet of the R-L, R-M, R-H, or O-R zone district, vending shall be prohibited during the hours of 10:00 p.m. to 7:00 a.m.
 9. Confine the entire operation on the private property, including queuing of patrons.
 10. A temporary use permit may be issued for a time period not to exceed six (6) months for a single location. Rotating vendors are acceptable in the location identified on the temporary use permit. A vendor's permit is required for each mobile vending vehicle. A new permit for the same or a different vending vehicle may not be issued at the location for a minimum of six (6) months.
 11. A vending vehicle may remain on private property for more than six (6) months, upon approval of a conditional use permit, in zones as provided in Section 17.08.030 of this code. Rotating vendors are acceptable in the location identified on the temporary use permit. A vendor's permit is required for each mobile vending vehicle.
 12. Provide garbage and recycling receptacles for immediate use by customers.
 13. Mobile vendor permits are not required for mobile vendors to cater a one (1) day private event or party located on private property with no retail sale to the general public and no admission charge to the event, with the exception that the mobile vendors must have a Food Vending Permit from Kings County and a business license.
- E. Operation on City Property and Parks. In addition to the requirements in Section 5.64.040, a mobile food vending vehicle on city property is prohibited, with the following exceptions:
1. As part of a special event, with the appropriate city permits that include food vending operations in City parks.
 2. By a special permit issued by the Parks and Community Services Department in designated spaces in Civic Park on Friday and Saturday night only.

5.64.060 SIDEWALK VENDOR

In addition to the requirements in Section 5.64.040, a sidewalk vendor on a public street, any city right-of-way, or public park, shall comply with Hanford Municipal Code Section 10.16.140 and the following:

- A. Ensure that no obstruction is placed on the sidewalk or public right-of-way that would reduce the width of the sidewalk available to pedestrian travel to less than forty-eight (48) inches, exclusive of the top of the curb, in order to maintain Americans with Disabilities Act (ADA) - accessibility standards. No obstruction shall be located on a sidewalk or public right-of-way less than six (6) feet in width when the sidewalk is adjacent to the curb.

- B. To prevent food-borne illness and protect the health and safety of the city's residents, every sidewalk vendor selling any food or beverage is required to wear a hairnet and food service gloves.
- C. Stationary sidewalk vendors shall be prohibited from selling in residentially zoned neighborhoods.
- D. Roaming sidewalk vendors are permitted to sell in residentially zoned neighborhoods from 7:00 a.m. to sunset.
- E. Sidewalk vending stands and carts shall not exceed eight (8) feet in height, eight (8) feet in length, and four (4) feet in width; shall not impede access to the entrance of any adjacent building or driveway; shall not impede pedestrian right-of-way or vehicle right-of-way (including bike lanes); shall not be located on sidewalks where there is not on-street parking immediately adjacent; and must comply with Americans with Disabilities Act (ADA) and other accessibility standards.
- F. Sidewalk vending stands and carts shall not be located within twenty (20) feet of a fire hydrant, fire escape, bus stop, loading zone, ADA-accessible parking space, access ramp, or driveway.
- G. Sidewalk vendors shall supply a way to dispose of trash if an existing trash container does not exist within twenty-five (25) feet of the stand or cart. Additionally, sidewalk vendors must maintain the cleanliness of their site and area within twenty-five (25) feet.
- H. All sidewalk vending stands, carts, signs, refuse containers and other material set up or provided by the vendor must be removed from the vending site during non-vending hours. Any equipment or objects left in public spaces or in any portion of the public right-of-way may be impounded.
- I. To facilitate the enforcement of this chapter, every sidewalk vendor must display their city-issued sidewalk vending permit on the street-side portion of their pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance when operating in the public right-of-way or on public property.
- J. To prevent unintended rolling or slipping, a sidewalk vendor is prohibited from operating a pushcart, pedal-driven cart, wagon, or other non-motorized conveyance on a public-right-of-way with a slope greater than five (5) percent.
- K. A sidewalk vendor is prohibited from operating within five hundred (500) feet of a permitted, certified farmers' market, a permitted swap meet, or any area subject to a temporary use permit for the duration of the permit.
- L. Sidewalk vendors vending in a city park may only vend during hours the park is open. Sidewalk vendors may not, however, vend within a city park during a city-approved event when there is an exclusive agreement with one (1) or more concessionaires.
- M. Sidewalk vendors are prohibited from having tables and chairs for customer use.

- N. Excepting those vendors who have demonstrated an inability to pay, as set forth in Section 5.64.120, all sidewalk vendors shall maintain, at all times during operation, a policy of general comprehensive liability insurance with limits as approved by the City and insuring against injury or death of a person and for claims of property damage resulting from the applicant's use of the public right-of-way. The City and its officials, officers, employees and agents shall be named as additional insured under such insurance policy, and the applicant shall cause its insurer to waive the right of subrogation with respect to the City and its officials, officers, employees, and agent. The applicant will deliver to the City endorsements to the applicant's insurance policy as evidence of the satisfaction of these insurance requirements.

5.64.070 VENDOR APPLICATION

Application for a vendor permit required pursuant to this chapter shall be made upon a form provided by the city's Community Development Department. A vendor permit shall be required in addition to other permits and licenses that may be required, including, without limitation, a city-issued business license, temporary use permit, and/or a conditional use permit, and California Department of Tax and Fee Administration seller's permit. The application shall state in full the following information.

- A. Name and address of present place of residence and length of residence at such address, also business address if different than present address.
- B. A copy of a California driver's license or identification number, an individual taxpayer identification number, or a social security number. Such information is not public record and will remain confidential as required by Government Code Section 51038(c)(4) or any other statute.
- C. A copy of a valid California Department of Tax and Fee Administration seller's permit, as required.
- D. A copy of a valid Food Vending Permit issued by the Kings County Department of Public Health, as required.
- E. Name and address of the person, firm or corporation or association whom the applicant is employed by or represents and the length of time of such employment or representation.
- F. Description of type of commodity or commodities to be vended.
- G. Period of time for which the permit is applied.
- H. Proposed method, hours, and locations of operation.
- I. Signature of applicant.
- J. Fingerprints and a background check shall be completed for vendors selling commodities appealing to children, such as ice cream, snow cones, candy and toys. No permit shall be

issued to applicants selling these commodities if they are a registered sex offender or are required to be a registered sex offender.

Inaccurate or incomplete information in a vendor permit application shall be a basis for revocation of a permit by the city's Community Development Director or his/her designee.

5.64.080 VENDOR PERMIT

It is unlawful for any person to: (i) sell or attempt to sell any commodity by means of vending such commodity upon on any street or private or public property in the city without first securing a permit and paying the fee therefor; and (ii) violate the conditions applicable to the vendor's permit or business license.

5.64.090 FEES

The city shall, by resolution, establish fees for the issuance and renewal of permits sufficient to offset the city's cost of regulation of vendors. These fees are supplemental to any business license fees and taxes charged to vendors. Vendor permit and business license fees shall be payable upon application. The fees charged are non-refundable.

5.64.100 VIOLATIONS; VENDOR PERMIT SUSPENSION, REVOCATION AND APPEAL PROCEDURES

- A. Violation of any condition or restriction contained in this chapter and violation of any condition contained in business license or vendor permit shall be a misdemeanor.
- B. Violation of any provisions of this chapter shall constitute a public nuisance. The city may, as a result of violation of this chapter commence a civil action to enjoining a continuing violation and/or the city may pursue the administrative remedies identified in Section 5.64.110.
- C. The remedy provisions of this chapter are nonexclusive and supplement any existing rights and remedies available to the city. The provisions of this chapter may be enforced by any remedies provided for in this municipal code or otherwise available in law or equity. Violations of this chapter may be prosecuted criminally, civilly, or administratively, either undertaken separately or in conjunction with other remedies, at the sole discretion of the city. Nothing in this chapter shall be deemed to prevent the city from commencing any administrative, legal, equitable, or criminal proceeding to enforce this chapter, the city's municipal code, or any law
- D. Where any provision of this chapter or State law is violated, the Community Development Director or his/her designee has the authority to suspend or revoke the vendor permit. Notification of the suspension or revocation of the vendor permit must be made in writing, must state the reason(s) for the action, and must notify the vendor of the appeal process as set forth in subsection F. of this section. The revocation or suspension shall become effective at the end of the appeal period and, if an appeal is requested, the action shall be stayed pending the decision of the City Council or its designated hearing officer.

- E. The Community Development Director may suspend a vendor permit for violation of this chapter, and the permit shall remain suspended until the violation is cured to the Community Development Director's reasonable satisfaction. The Community Development Director may revoke a vendor permit for the remaining term of the permit upon a fourth or subsequent violation of this chapter or if a vendor operates while its permit is suspended.
- F. Any person who has been denied a mobile food vendor permit or any person whose vendor permit has been suspended or revoked may appeal the decision to the City Council or its designated hearing officer. The appeal and associated fee, which will be established by resolution of the City Council, must be filed with the city's Community Development Director within ten (10) calendar days from the date of the vendor's receipt of the city's decision to deny, suspend, or revoke the permit. The request for appeal shall set forth in detail all facts supporting the appeal. Failure to file a request for appeal by such deadline shall constitute a failure to exhaust administrative remedies. Upon receiving a written request for appeal, the Community Development Director shall set a hearing date before the City Council or designated hearing officer, which shall occur no later than forty-five (45) days from the date of the city's receipt of the written request for appeal. The Community Development Director shall set forth in writing and send to the applicant or permittee, by means of registered mail, certified mail, overnight delivery service, or personal service, notice of the date, time, and place of the hearing at least ten (10) calendar days before the hearing. The City Council or its designated hearing officer shall, at the appeal hearing, consider any written and oral evidence presented to determine whether the suspension, revocation, or denial was in accordance with applicable laws. Formal rules of evidence shall not apply; any relevant evidence may be admitted if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. The decision of the City Council or its designated hearing officer shall be final.

5.64.110 VIOLATION—PENALTY

- A. Every person that engages in vending activities without obtaining the required vendor permit shall be subject to administrative fines not to exceed:
 - 1. Two hundred fifty dollars (\$250.00) for a first violation; or
 - 2. Five hundred dollars (\$500.00) for a second violation within one (1) year of the first violation; or
 - 3. One thousand dollars (\$1,000.00) for each additional violation within one (1) year of the first violation.
- B. Every person violating any other provision of this chapter shall be subject to an administrative fine not to exceed:
 - 1. One hundred dollars (\$100.00) for a first violation; or

2. Two hundred dollars (\$200.00) for a second violation within one (1) year of the first violation; or
 3. Five hundred dollars (\$500.00) for each additional violation within one (1) year of the first violation.
- C. Failure to pay an administrative fine is not punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized will not be assessed. However, the City may levy a lien on the violator's real or personal property, including the vehicle used for vending purposes.
- D. An administrative violation constitutes a separate and distinct violation for each day that it exists and each such violation may be subject to the maximum fine permitted under this chapter.
- E. Appeals of administration citations shall be subject to the procedures set forth in Section 5.64.100.F. When submitting a written request for appeal, the appealing party shall pay the appeal fee, which shall be established by resolution of the City Council, plus the amount of the administrative fine to which the appealing party is subject; provided however, the appeal fee and fine shall be subject to adjustment or waiver in accordance with Section 5.64.120.

5.64.120 ABILITY TO PAY DETERMINATION

- A. Any administrative fine issued to a sidewalk vendor under Section 5.64.110 will be accompanied with a notice of and instruction regarding the right to request an ability-to-pay determination.
- B. If the requestor is receiving public benefits under Government Code Section 68632, subdivision (a), or has a monthly income which is one hundred twenty-five (125) percent or less than the current poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services, the Community Development Director will, upon documentary evidence confirming the requestor's financial hardship, limit the total amount of the requestor's appeal fee and administrative fine to twenty (20) percent of the total and may:
1. Allow the person to complete community service in lieu of paying the total administrative fine; or
 2. Waive the appeal fee and/or administrative fine; or,
 3. Offer an alternative disposition.

TITLE 10

10.16.140 Conditions for use of public right-of-way by peddlers and vendors.

- A. It is unlawful for any person or entity (collectively "vendor") to stand or park any vehicle, wagon, pushcart or other type of apparatus (collectively "vehicle") from which goods, wares, merchandise, fruits, vegetables or any type of food, refreshments, snacks or meals, hot or cold, are sold, displayed or offered for sale or bartered or exchanged (collectively "food or merchandise") ~~while parked upon any street or public right of way which is adjacent to or directly across the street from any school grounds~~ **unless in accordance with Chapter 5.64 of the Hanford Municipal Code .**
- ~~B. Except as set forth in subsection A of this section, a vendor may sell food or merchandise from a vehicle which is parked upon a street or public right of way so long as the vendor's vehicle is: (1) parked at curbside and out of the flow of traffic; (2) does not remain stopped in one location upon the street or public right of way for a period longer than ten (10) minutes following the vendor's last sale at that location or the expiration of ten (10) minutes, whichever first occurs; the vendor shall move its vehicle a distance of not less than five hundred (500) feet from its last parked location. The provisions of this subsection shall not apply to persons delivering food or merchandise upon order of or by agreement with, a customer from a store or other fixed place of business or distribution.~~
- ~~C. B.~~ It is unlawful for a vendor to sell, display or offer for sale, barter or exchange any food or merchandise without first obtaining a **Vendor Permit and a business license** ~~to do so from the director of finance for the city or his/her designee~~
- ~~D. In the event it is determined by the director of finance for the city or designee, that a holder of a business license issued under this section has violated any of the provisions thereof or of this section, the director of finance or designee may revoke the business license and as a result of the revocation, no other business license shall thereafter be issued to such vendor until six (6) months have elapsed from the date of revocation. The vendor shall have the right to appeal the decision of the director of finance or designee in accordance with the city appeal procedures for revocation of a business license then in effect.~~
- ~~E. C.~~ **Subject to Chapter 5.64,** vendors may sell and display their goods and wares along the route of a parade, procession, ceremony or similar event prior to the official start time and after the official time when such event is to conclude.
- ~~F. D.~~ Vendors shall not sell or display their goods or wares along the route of any parade, procession, ceremony or other similar event which proceeds along a public street after the official start time of such event, except that, after the official start time of such event, vendors may sell and display their goods and wares from locations specifically designated for that purpose by the city.

Title 17

Zoning Ordinance – Revised

Chapter 17.08

Table 17.08.030

Commercial, Office, and Industrial Use Table																
P = Use is Permitted by Right C = Use Requires Conditional Use Permit A = Use Requires Administrative Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed																
Land Uses		Commercial Zones				Mixed Use Zones			Industrial and Office Zones				Other Zones			Specific Land Use Standards (See identified Section)
		C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	O	I-L	I-H	AP	PF	CO	
A13	Mobile <u>food</u> vend <u>oring</u> or food truck	C T	C T	C T	C T	C T	C T	C T		C T	C T	C T				See Chapter 5.64

Chapter 17.76 TEMPORARY USE PERMITS

17.76.010 Purpose.

A temporary use permit provides a mechanism for administrative review and determination for proposed and qualifying short-term uses and activities to ensure that such activities are consistent with the General Plan and the provisions of this title.

17.76.020 Temporary uses exempt from permit requirements.

The following temporary activities and uses are allowed by right and expressly exempt from the requirement of first obtaining a temporary use permit, provided they conform to the listed development standards:

- A. Construction yards, storage sheds, and construction offices (on site) in conjunction with an approved construction project where the yard and/or shed are located on the same site as the approved project.

- B. Emergency public health and safety facilities established by a public agency.
- C. Entertainment and assembly events held within auditoriums, stadiums, or other public assembly facilities, provided the proposed use is consistent with the intended use of the facility.
- D. Entertainment and assembly events as part of an allowed permanent use (e.g., race at a raceway).
- E. Events held exclusively on City property and that are in conjunction with the City use.
- F. Events held exclusively at a school site that are in conjunction with the school use.
- G. Events held exclusively on religious institution or facility site and that are in conjunction with that religious institution or facility use.
- H. Garage and yard sales held on private property.
- I. Outdoor promotional events and seasonal sales related to an existing business with temporary outdoor display and sales of merchandise and seasonal sales in conjunction with an established commercial business that holds a valid business license and is in compliance with the development standards of this title.
- J. Storage containers not in conjunction with an approved construction project when located on in a residential zone district for periods less than seventy-two (72) hours when located in nonresidential zone district for periods less than forty-five (45) days.
- K. **Sidewalk vendors in accordance with Chapter 5.64.**

17.76.030 Temporary use permit required.

The following temporary activities and uses may be allowed, subject to the issuance of a temporary use permit prior in accordance with this chapter and Chapter [17.70](#):

- A. Any use listed in Table [17.08.020](#) or Table [17.08.030](#) that is identified as a temporary use.
- B. Construction yards, storage sheds, and construction offices (off-site) in conjunction with an approved construction project, where the yard is located on a site different from the site of the approved construction project.
- C. Entertainment and assembly events, including carnivals, circuses, concerts, fairs, festivals, food events, fundraisers, haunted houses, outdoor entertainment/sporting events, and similar events designed to attract large crowds and when not otherwise part of or consistent with a permitted use (e.g., race at a raceway).

- D. Farmers markets.
- E. Temporary sales, including swap meets, flea markets, rummage sales, and similar events in locations not specifically designed for such events.
- F. Seasonal sales occurring outdoors when not related to an existing business.
- G. Temporary sales offices.
- H. Temporary land uses on unimproved or partially improved sites in a zoning district that allows that land use on a permanent basis.
- I. Temporary community food banks.
- J. **Mobile vending vehicle in accordance with Chapter 5.64. One or more mobile vending vehicles may utilize a designated location. All mobile vending vehicles shall be subject to a separate vendor's permit.**
- K. Other temporary activities that the Community Development Director determines are similar in nature and intensity to those identified above.

17.76.040 Development standards.

Standards for height, off street parking spaces, setbacks, and other structure and property development standards that apply to the category of use or the zoning district of the subject parcel shall apply to all temporary activities. The Community Development Director may waive requirements for long-term improvements that exceed the duration of the temporary use, including, but not limited to, landscaping and paving of parking lots.

17.76.050 Temporary improvements on a site.

- A. Improvement to property at a level less than what is required by this title may be allowed to support temporary operations on the property yet still ensure public health, safety, and general welfare. This allowance shall not be used to circumvent or deviate from the requirements for public improvements required at the time of subdivision of property.
- B. The allowance described in subsection A shall be conducted through the temporary use permit process. The permit shall clearly identify what improvements are to be completed and what requirements are being waived for a limited period of time, as well as the time period for which the permit is valid. A temporary use permit allowing improvements less than required shall only be approved if the improvements to be completed are those minimally necessary to ensure public health, safety, and welfare.

- C. At the conclusion of the period authorized by the temporary use permit, either the property shall be brought into compliance with the requirements of this title or use of the property shall cease.

17.76.060 Findings.

The reviewing authority shall make all of the following findings to approve or conditionally approve a temporary use permit:

1. The use is a temporary use and will be limited to the specific duration of time that is identified in the temporary use permit.
2. The temporary use will not be detrimental to the health, safety, or general welfare of persons, property, or improvements in the vicinity of the proposed use, or to the general welfare of the City.
3. The temporary use will not function or be located in a manner that restricts access to required parking areas.
4. Approved measures for the removal of the use and site restoration have been required to ensure that no changes to the site would limit the range of possible future land uses otherwise allowed by this title.
5. The approval includes provisions to ensure that each site occupied by a temporary use shall be cleaned of debris, litter, or any other evidence of the temporary use upon completion or removal of the use.
6. The use is consistent with the General Plan, applicable specific plans, and the provisions of this title.

17.76.070 Conditions.

The Community Development Director may place conditions on the temporary use permit, including, but not limited to, buffers, hours of operation, maintenance, lighting, improvements, parking, performance guarantees, property maintenance, signs, surfacing, time limits, and traffic circulation. Conditions must be deemed reasonable and necessary to protect the health, safety, or general welfare.

CHAPTER 17.96 DEFINITION OF LAND USES

17.96.020 Land use definitions.

“Mobile food vendor” or “food truck” means and refers to the sale, display, solicitation or offer for sale, barter, exchange, gift or otherwise of food or beverages from any vending vehicle or non-motorized cart on a public street or highway or private property. (See additional regulations in Chapter 5.64 of the Municipal Code) (A13)

TITLE 5

CHAPTER 5.64 MOBILE FOOD VENDORS

5.64.010 MOBILE FOOD VENDING

- A. The Hanford City Council finds that mobile food and sidewalk vending creates the potential for safety hazards, including:
1. Interfering with motorist and pedestrian visibility when parked, due to their height and bulk.
 2. Creating pedestrian conflicts on already congested sidewalks, forcing pedestrians into the street, due to the queuing of customers on sidewalks.
 3. Preventing normal turnover of the City's limited on-street parking spaces, resulting in motorists becoming distracted and slowing traffic while looking for parking spaces.
 4. Encouraging pedestrians to cross mid-block to purchase food.
 5. Placing equipment and furniture on public sidewalks, creating pedestrian trip and other hazards.
- B. The purpose of this chapter is to tailor the City's regulations to address mobile food vending vehicles and sidewalk vendors that operate in the City, in order to advance the City's substantial public interest in protecting public safety.

5.64.020 DEFINITIONS

"Beverages" means and refers to a liquid for drinking that does not contain alcohol.

"Block" means and refers to the segment of a street between adjacent intersections or between an intersection and the terminus of the street or the City boundary.

"Brick and mortar restaurant" means a permanent restaurant business. The term "restaurant" includes the various types of restaurants defined in Section 17.92.020, which definitions are incorporated herein by reference. This definition shall not include limited service drive-thru restaurants (fast food) or businesses primarily engaged in the preparation and sale of beverages.

"City" means the City of Hanford.

"Food" or "foodstuff" means and refers to any substance as defined by Section 113781 of the California Health and Safety Code, defined as a raw, cooked, or processed edible substance, ice, beverage, an ingredient used or intended for use or for sale in whole or in part for human consumption, and chewing gum.

"Mobile food vendor" means a person who engages in the sale, display, solicitation or offer for sale, barter, exchange, gift or otherwise of food or beverages from any vending vehicle or non-motorized cart on a public street or private property.

"Peddler" includes every person who carries from place to place, in either a pack, vehicle, basket, or other contrivance, and offers or sells, barter, or exchanges any goods, wares or merchandise

(except religious publications, newspapers or periodicals); provided, however, such term shall not apply to commercial travelers selling their goods to merchants and other business establishments, whether for present or future delivery.

“Roaming sidewalk vendor” means a sidewalk vendor who moves from place to place and only stops for a brief time to complete a transaction.

“Sidewalk vendor” and “stationary sidewalk vendor” means a person who sells food, beverages or merchandise from a pushcart, stand, display, pedal driven cart, wagon, showcase, rack, or other non-motorized conveyance or from one’s person in a public park, upon a public sidewalk or other pedestrian path.

“Toilet facility” means a fixture maintained with a toilet room for the purpose of defecation or urination or both, as further defined in Health and Safety Code Section 114359.

“Mobile vending vehicle” or “vending vehicle” means and refers to any self-propelled, motorized device by which any person or property may be propelled or moved upon a public street, excepting a device moved exclusively by human power, or which may be drawn or towed by a self-propelled, motorized vehicle, from which foodstuffs are sold, displayed, solicited or offered for sale, bartered, exchanged, given or otherwise.

“Vendor” means any person who operates a vending vehicle, stand or cart, pursuant to this chapter.

5.64.030 BUSINESS LICENSE AND TAXES

All vendors governed by this chapter shall obtain a business license and pay business license taxes pursuant to Chapter 5.04 and 5.08 of this Title. No business license shall be issued without evidence that the vendor has obtained all permits required by this chapter. The original of the City business license, health permit, and any permit required by this chapter shall be displayed conspicuously at all times on the vehicle, stand, or cart, as applicable.

5.64.040 VENDOR REGULATIONS – GENERALLY

- A. Vendors shall not display, sell, dispense, or exchange any item other than food and/or beverages within the City limits, unless authorized by a mobile food vendor permit, obtained from the City.
- B. Vendors shall maintain a valid California Department of Tax and Fee Administration seller’s permit, as required.
- C. Vendors shall maintain a copy of a valid Food Vending Permit, issued by the Kings County Department of Public Health, as required.
- D. Mobile vending vehicles shall not operate in any city-owned parking lot, park, or garage, with the exception of Civic Park.
- E. Vendors shall not operate in yellow commercial loading/unloading zones or white passenger loading zones.

- F. Vendors shall not stop within twenty-five (25) feet of an intersection when making a sale or attempting to make a sale.
- G. Vendors shall not park within ten (10) feet of a structure or another food-vending vehicle.
- H. Signage on the mobile food truck is permitted. A-frame signage and/or similar signs shall be prohibited.
- I. The vendor shall completely remove all equipment and other materials, including, without limitation, waste materials, from the site upon the conclusion of the vending activities, excepting such interior storage of equipment or materials, as may be allowed on the site with the permission of the owner or operator of the site.
- J. Shall pick up, remove, and dispose of all garbage, and/or materials dispensed from the vending vehicle/cart and any residue deposited on the ground from the operation thereof, and otherwise maintain in a clean and debris-free condition the entire area within a twenty-five (25) foot radius of the location where mobile food vending is occurring.
- K. Vendors shall not sell or attempt to sell by means of any outcry, sound, speaker or amplifier, or any instrument that violates the City of Hanford noise standard in Chapter 9.10.
- L. Vending shall not be permitted directly to persons in other vehicles or from other than the curbside of the vending vehicle when the vehicle is parked in the right-of-way.
- M. Vendors shall not use City utility connections, including water and electric, without prior written approval from the City.
- N. Vendors shall control smoke and odors caused by food preparation to avoid a public nuisance.

5.64.050 MOBILE VENDING VEHICLES

Mobile vending vehicles operating in the City shall be compliant with the California Fire Code (CFC), California Code of Regulations, Title 19 (CCR), California Mechanical Code (CMC), and the California Health and Safety Code (H&S).

- A. Required Inspections. An inspection of the mobile vending vehicle is required by the Fire Department, prior to issuance of a mobile vending permit.
 - 1. Frequency:
 - a. Mobile vending vehicles with a hood system require an inspection every six (6) months.
 - b. Mobile vending vehicles with a generator require an inspection annually.
 - 2. Requirements:
 - a. Mobile vending vehicles with a hood system require an extinguishing system and a separate fire extinguisher.

- B. Short-Term Operation on Public Streets. In addition to the requirements in Section 5.64.040, a mobile food vending vehicle on a public street, that remains in the same location on a short-term basis, shall comply with Hanford Municipal Code Section 10.16.140, in addition to the following:
1. Shall not conduct business or operate on the same block for longer than ten (10) minutes, and shall not, within a period of four (4) hours, again operate such vehicle within five hundred (500) feet of a prior operating location. Each instance of vending beyond the period authorized for parking per site shall constitute a separate and distinct offense.
 2. Shall not be located within two hundred fifty (250) feet of a brick and mortar restaurant business.
 3. Shall not conduct business or operate, between the hours of 8:00 a.m. and 5:00 p.m., within one (1) block of any public or private school grounds on days that school is open to students.
 4. Shall not conduct business within one (1) block of any City park at which a City-approved and permitted special event is taking place without having obtained a special event permit.
 5. Shall only conduct business from a licensed vehicle or licensed trailer on a public street while parked in a designated parking area.
 6. Shall, at all times, operate in compliance with the California Vehicle Code, the Hanford Vehicles and Traffic Code, Title 10, and all posted parking, stopping and standing restrictions.
 7. Shall not encroach onto a public sidewalk with any part of a vehicle, wagon, trailer or truck or any other equipment or furniture related to the operation of the business without a minimum four (4) foot clearance, including customer queuing areas.
 8. Shall provide garbage and recycling receptacles for immediate use by customers; and
 9. Shall maintain, at all times during which the vending vehicle is in operation, a policy of general comprehensive liability insurance with limits as approved by the City and insuring against injury or death of a person and for claims of property damage resulting from the applicant's use of the public right-of-way. The City and its officials, officers, employees and agents shall be named as additional insured under such insurance policy, and the applicant shall cause its insurer to waive the right of subrogation with respect to the City and its officials, officers, employees, and agent. The applicant will deliver to the City endorsements to the applicant's insurance policy as evidence of the satisfaction of these insurance requirements.
- C. Long-Term Operation on Public Streets. A mobile vending vehicle that remains in the same location on a public street for a period exceeding the maximum time allowed under subsection A. is prohibited.
- D. Operation on Private Property. In addition to the requirements of Section 5.64.040, a mobile vending vehicle on private property shall be subject to the following requirements and limitations:

1. Have written documentation of the property owner's authorization to operate on the property in their possession.
2. Be located on a fully developed parcel. Locations shall have curb, gutter, sidewalk and be paved with a solid material, to provide a durable, dustless surface and shall be so graded and drained as to dispose of surface water, for parking of the mobile food vending vehicle and guests.
3. Be located outside of the required setback area, established by the zone district, in accordance with Title 17.
4. Vendors shall only occupy parking spaces not required to meet the minimum requirements of the current primary use(s) on the property, as required in Section 17.54.040. Use of the primary business(es)' required parking spaces by a vendor is prohibited. The vending facility shall not be placed on landscaped areas, nor shall the vending facility adversely impact any landscaping or landscaped areas.
5. Cannot be located within two hundred fifty (250) feet of a brick and mortar restaurant business, except as follows:
 - a. The restaurant and vendor are operated by the same entity; or
 - b. The vendor has prior written permission of the brick and mortar restaurant business owner to operate on the property of that existing business; or
 - c. The vendor is authorized to locate in Civic Park as part of a certified farmers' market, special event, or specified permit, as allowed in Section 5.64.050 E.
6. If a mobile vending vehicle will be parked at a location for more than one (1) hour, the site must contain toilet facilities for employees on site or within two hundred (200) feet of the vending vehicle. Applicants will be required to submit a letter signed by the party owning or controlling the toilet facilities indicating that the facilities used to fulfill this obligation can be used by the mobile vending vehicle employees.
7. Only be established on sites which have an active business open during the hours of the mobile food vendor's operations. Mobile food vending shall be an ancillary use to the primary business on-site.
8. Hours of operation shall be limited to those hours the primary business on the site is open, excepting that where a business is located within one hundred fifty (150) feet of the R-L, R-M, R-H, or O-R zone district, vending shall be prohibited during the hours of 10:00 p.m. to 7:00 a.m.
9. Confine the entire operation on the private property, including queuing of patrons.
10. A temporary use permit may be issued for a time period not to exceed six (6) months for a single location. Rotating vendors are acceptable in the location identified on the temporary use permit. A vendor's permit is required for each mobile vending vehicle. A

new permit for the same or a different vending vehicle may not be issued at the location for a minimum of six (6) months.

11. A vending vehicle may remain on private property for more than six (6) months, upon approval of a conditional use permit, in zones as provided in Section 17.08.030 of this code. Rotating vendors are acceptable in the location identified on the temporary use permit. A vendor's permit is required for each mobile vending vehicle.
 12. Provide garbage and recycling receptacles for immediate use by customers.
 13. Mobile vendor permits are not required for mobile vendors to cater a one (1) day private event or party located on private property with no retail sale to the general public and no admission charge to the event, with the exception that the mobile vendors must have a Food Vending Permit from Kings County and a business license.
- E. Operation on City Property and Parks. In addition to the requirements in Section 5.64.040, a mobile food vending vehicle on city property is prohibited, with the following exceptions:
1. As part of a special event, with the appropriate city permits that include food vending operations in City parks.
 2. By a special permit issued by the Parks and Community Services Department in designated spaces in Civic Park on Friday and Saturday night only.

5.64.060 SIDEWALK VENDOR

In addition to the requirements in Section 5.64.040, a sidewalk vendor on a public street, any city right-of-way, or public park, shall comply with Hanford Municipal Code Section 10.16.140 and the following:

- A. Ensure that no obstruction is placed on the sidewalk or public right-of-way that would reduce the width of the sidewalk available to pedestrian travel to less than forty-eight (48) inches, exclusive of the top of the curb, in order to maintain Americans with Disabilities Act (ADA) - accessibility standards. No obstruction shall be located on a sidewalk or public right-of-way less than six (6) feet in width when the sidewalk is adjacent to the curb.
- B. To prevent food-borne illness and protect the health and safety of the city's residents, every sidewalk vendor selling any food or beverage is required to wear a hairnet and food service gloves.
- C. Stationary sidewalk vendors shall be prohibited from selling in residentially zoned neighborhoods.
- D. Roaming sidewalk vendors are permitted to sell in residentially zoned neighborhoods from 7:00 a.m. to sunset.
- E. Sidewalk vending stands and carts shall not exceed eight (8) feet in height, eight (8) feet in length, and four (4) feet in width; shall not impede access to the entrance of any adjacent building or driveway; shall not impede pedestrian right-of-way or vehicle right-of-way

(including bike lanes); shall not be located on sidewalks where there is not on-street parking immediately adjacent; and must comply with Americans with Disabilities Act (ADA) and other accessibility standards.

- F. Sidewalk vending stands and carts shall not be located within twenty (20) feet of a fire hydrant, fire escape, bus stop, loading zone, ADA-accessible parking space, access ramp, or driveway.
- G. Sidewalk vendors shall supply a way to dispose of trash if an existing trash container does not exist within twenty-five (25) feet of the stand or cart. Additionally, sidewalk vendors must maintain the cleanliness of their site and area within twenty-five (25) feet.
- H. All sidewalk vending stands, carts, signs, refuse containers and other material set up or provided by the vendor must be removed from the vending site during non-vending hours. Any equipment or objects left in public spaces or in any portion of the public right-of-way may be impounded.
- I. To facilitate the enforcement of this chapter, every sidewalk vendor must display their city-issued sidewalk vending permit on the street-side portion of their pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance when operating in the public right-of-way or on public property.
- J. To prevent unintended rolling or slipping, a sidewalk vendor is prohibited from operating a pushcart, pedal-driven cart, wagon, or other non-motorized conveyance on a public-right-of-way with a slope greater than five (5) percent.
- K. A sidewalk vendor is prohibited from operating within five hundred (500) feet of a permitted, certified farmers' market, a permitted swap meet, or any area subject to a temporary use permit for the duration of the permit.
- L. Sidewalk vendors vending in a city park may only vend during hours the park is open. Sidewalk vendors may not, however, vend within a city park during a city-approved event when there is an exclusive agreement with one (1) or more concessionaires.
- M. Sidewalk vendors are prohibited from having tables and chairs for customer use.
- N. Excepting those vendors who have demonstrated an inability to pay, as set forth in Section 5.64.120, all sidewalk vendors shall maintain, at all times during operation, a policy of general comprehensive liability insurance with limits as approved by the City and insuring against injury or death of a person and for claims of property damage resulting from the applicant's use of the public right-of-way. The City and its officials, officers, employees and agents shall be named as additional insured under such insurance policy, and the applicant shall cause its insurer to waive the right of subrogation with respect to the City and its officials, officers, employees, and agent. The applicant will deliver to the City endorsements to the applicant's insurance policy as evidence of the satisfaction of these insurance requirements.

5.64.070 VENDOR APPLICATION

Application for a vendor permit required pursuant to this chapter shall be made upon a form provided by the city's Community Development Department. A vendor permit shall be required in addition to other permits and licenses that may be required, including, without limitation, a city-issued business license, temporary use permit, and/or a conditional use permit, and California Department of Tax and Fee Administration seller's permit. The application shall state in full the following information.

- A. Name and address of present place of residence and length of residence at such address, also business address if different than present address.
- B. A copy of a California driver's license or identification number, an individual taxpayer identification number, or a social security number. Such information is not public record and will remain confidential as required by Government Code Section 51038(c)(4) or any other statute.
- C. A copy of a valid California Department of Tax and Fee Administration seller's permit, as required.
- D. A copy of a valid Food Vending Permit issued by the Kings County Department of Public Health, as required.
- E. Name and address of the person, firm or corporation or association whom the applicant is employed by or represents and the length of time of such employment or representation.
- F. Description of type of commodity or commodities to be vended.
- G. Period of time for which the permit is applied.
- H. Proposed method, hours, and locations of operation.
- I. Signature of applicant.
- J. Fingerprints and a background check shall be completed for vendors selling commodities appealing to children, such as ice cream, snow cones, candy and toys. No permit shall be issued to applicants selling these commodities if they are a registered sex offender or are required to be a registered sex offender.

Inaccurate or incomplete information in a vendor permit application shall be a basis for revocation of a permit by the city's Community Development Director or his/her designee.

5.64.080 VENDOR PERMIT

It is unlawful for any person to: (i) sell or attempt to sell any commodity by means of vending such commodity upon on any street or private or public property in the city without first securing a permit and paying the fee therefor; and (ii) violate the conditions applicable to the vendor's permit or business license.

5.64.090 FEES

The city shall, by resolution, establish fees for the issuance and renewal of permits sufficient to offset the city's cost of regulation of vendors. These fees are supplemental to any business license fees and taxes charged to vendors. Vendor permit and business license fees shall be payable upon application. The fees charged are non-refundable.

5.64.100 VIOLATIONS; VENDOR PERMIT SUSPENSION, REVOCATION AND APPEAL PROCEDURES

- A. Violation of any condition or restriction contained in this chapter and violation of any condition contained in business license or vendor permit shall be a misdemeanor.
- B. Violation of any provisions of this chapter shall constitute a public nuisance. The city may, as a result of violation of this chapter commence a civil action to enjoining a continuing violation and/or the city may pursue the administrative remedies identified in Section 5.64.110.
- C. The remedy provisions of this chapter are nonexclusive and supplement any existing rights and remedies available to the city. The provisions of this chapter may be enforced by any remedies provided for in this municipal code or otherwise available in law or equity. Violations of this chapter may be prosecuted criminally, civilly, or administratively, either undertaken separately or in conjunction with other remedies, at the sole discretion of the city. Nothing in this chapter shall be deemed to prevent the city from commencing any administrative, legal, equitable, or criminal proceeding to enforce this chapter, the city's municipal code, or any law
- D. Where any provision of this chapter or State law is violated, the Community Development Director or his/her designee has the authority to suspend or revoke the vendor permit. Notification of the suspension or revocation of the vendor permit must be made in writing, must state the reason(s) for the action, and must notify the vendor of the appeal process as set forth in subsection F. of this section. The revocation or suspension shall become effective at the end of the appeal period and, if an appeal is requested, the action shall be stayed pending the decision of the City Council or its designated hearing officer.
- E. The Community Development Director may suspend a vendor permit for violation of this chapter, and the permit shall remain suspended until the violation is cured to the Community Development Director's reasonable satisfaction. The Community Development Director may revoke a vendor permit for the remaining term of the permit upon a fourth or subsequent violation of this chapter or if a vendor operates while its permit is suspended.
- F. Any person who has been denied a mobile food vendor permit or any person whose vendor permit has been suspended or revoked may appeal the decision to the City Council or its designated hearing officer. The appeal and associated fee, which will be established by resolution of the City Council, must be filed with the city's Community Development Director within ten (10) calendar days from the date of the vendor's receipt of the city's decision to deny, suspend, or revoke the permit. The request for appeal shall set forth in detail all facts supporting the appeal. Failure to file a request for appeal by such deadline shall constitute a failure to exhaust administrative remedies. Upon receiving a written request for appeal, the Community Development Director shall set a hearing date before the City Council or designated hearing officer, which shall occur no later than forty-five

(45) days from the date of the city's receipt of the written request for appeal. The Community Development Director shall set forth in writing and send to the applicant or permittee, by means of registered mail, certified mail, overnight delivery service, or personal service, notice of the date, time, and place of the hearing at least ten (10) calendar days before the hearing. The City Council or its designated hearing officer shall, at the appeal hearing, consider any written and oral evidence presented to determine whether the suspension, revocation, or denial was in accordance with applicable laws. Formal rules of evidence shall not apply; any relevant evidence may be admitted if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. The decision of the City Council or its designated hearing officer shall be final.

5.64.110 VIOLATION—PENALTY

- A. Every person that engages in vending activities without obtaining the required vendor permit shall be subject to administrative fines not to exceed:
 1. Two hundred fifty dollars (\$250.00) for a first violation; or
 2. Five hundred dollars (\$500.00) for a second violation within one (1) year of the first violation; or
 3. One thousand dollars (\$1,000.00) for each additional violation within one (1) year of the first violation.
- B. Every person violating any other provision of this chapter shall be subject to an administrative fine not to exceed:
 1. One hundred dollars (\$100.00) for a first violation; or
 2. Two hundred dollars (\$200.00) for a second violation within one (1) year of the first violation; or
 3. Five hundred dollars (\$500.00) for each additional violation within one (1) year of the first violation.
- C. Failure to pay an administrative fine is not punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized will not be assessed. However, the City may levy a lien on the violator's real or personal property, including the vehicle used for vending purposes.
- D. An administrative violation constitutes a separate and distinct violation for each day that it exists and each such violation may be subject to the maximum fine permitted under this chapter.
- E. Appeals of administration citations shall be subject to the procedures set forth in Section 5.64.100.F. When submitting a written request for appeal, the appealing party shall pay the appeal fee, which shall be established by resolution of the City Council, plus the

amount of the administrative fine to which the appealing party is subject; provided however, the appeal fee and fine shall be subject to adjustment or waiver in accordance with Section 5.64.120.

5.64.120 ABILITY TO PAY DETERMINATION

- A. Any administrative fine issued to a sidewalk vendor under Section 5.64.110 will be accompanied with a notice of and instruction regarding the right to request an ability-to-pay determination.
- B. If the requestor is receiving public benefits under Government Code Section 68632, subdivision (a), or has a monthly income which is one hundred twenty-five (125) percent or less than the current poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services, the Community Development Director will, upon documentary evidence confirming the requestor's financial hardship, limit the total amount of the requestor's appeal fee and administrative fine to twenty (20) percent of the total and may:
 - 1. Allow the person to complete community service in lieu of paying the total administrative fine; or
 - 2. Waive the appeal fee and/or administrative fine; or,
 - 3. Offer an alternative disposition.

TITLE 10

10.16.140 Conditions for use of public right-of-way by peddlers and vendors.

- A. It is unlawful for any person or entity (collectively "vendor") to stand or park any vehicle, wagon, pushcart or other type of apparatus (collectively "vehicle") from which goods, wares, merchandise, fruits, vegetables or any type of food, refreshments, snacks or meals, hot or cold, are sold, displayed or offered for sale or bartered or exchanged (collectively "food or merchandise") ~~while parked upon any street or public right-of-way which is adjacent to or directly across the street from any school grounds~~ **unless in accordance with Chapter 5.64 of the Hanford Municipal Code .**
- ~~B. Except as set forth in subsection A of this section, a vendor may sell food or merchandise from a vehicle which is parked upon a street or public right-of-way so long as the vendor's vehicle is: (1) parked at curbside and out of the flow of traffic; (2) does not remain stopped in one location upon the street or public right-of-way for a period longer than ten (10) minutes following the vendor's last sale at that location or the expiration of ten (10) minutes, whichever first occurs; the vendor shall move its vehicle a distance of not less than five hundred (500) feet from its last parked location. The provisions of this subsection shall not apply to persons delivering food or merchandise upon order of or by agreement with, a customer from a store or other fixed place of business or distribution.~~
- ~~C. B.~~ It is unlawful for a vendor to sell, display or offer for sale, barter or exchange any food or merchandise without first obtaining a **Vendor Permit and a business license**, ~~to do so from the director of finance for the city or his/her designee~~

- ~~D. In the event it is determined by the director of finance for the city or designee, that a holder of a business license issued under this section has violated any of the provisions thereof or of this section, the director of finance or designee may revoke the business license and as a result of the revocation, no other business license shall thereafter be issued to such vendor until six (6) months have elapsed from the date of revocation. The vendor shall have the right to appeal the decision of the director of finance or designee in accordance with the city appeal procedures for revocation of a business license then in effect.~~
- E. **C. Subject to Chapter 5.64,** vendors may sell and display their goods and wares along the route of a parade, procession, ceremony or similar event prior to the official start time and after the official time when such event is to conclude.
- F. **D.** Vendors shall not sell or display their goods or wares along the route of any parade, procession, ceremony or other similar event which proceeds along a public street after the official start time of such event, except that, after the official start time of such event, vendors may sell and display their goods and wares from locations specifically designated for that purpose by the city.

Title 17

Zoning Ordinance – Revised

Chapter 17.08

Table 17.08.030

Commercial, Office, and Industrial Use Table																
P = Use is Permitted by Right C = Use Requires Conditional Use Permit A = Use Requires Administrative Use Permit T = Use Requires Temporary Use Permit Blank = Use is Not Allowed																
Land Uses		Commercial Zones				Mixed Use Zones			Industrial and Office Zones				Other Zones			Specific Land Use Standards (See identified Section)
		C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	O	I-L	I-H	AP	PF	CO	
A13	Mobile <u>food</u> vend <u>oring</u> or food truck	C T	C T	C T	C T	C T	C T	C T		C T	C T	C T				See Chapter 5.64

Chapter 17.76 TEMPORARY USE PERMITS

17.76.010 Purpose.

A temporary use permit provides a mechanism for administrative review and determination for proposed and qualifying short-term uses and activities to ensure that such activities are consistent with the General Plan and the provisions of this title.

17.76.020 Temporary uses exempt from permit requirements.

The following temporary activities and uses are allowed by right and expressly exempt from the requirement of first obtaining a temporary use permit, provided they conform to the listed development standards:

- A. Construction yards, storage sheds, and construction offices (on site) in conjunction with an approved construction project where the yard and/or shed are located on the same site as the approved project.

- B. Emergency public health and safety facilities established by a public agency.
- C. Entertainment and assembly events held within auditoriums, stadiums, or other public assembly facilities, provided the proposed use is consistent with the intended use of the facility.
- D. Entertainment and assembly events as part of an allowed permanent use (e.g., race at a raceway).
- E. Events held exclusively on City property and that are in conjunction with the City use.
- F. Events held exclusively at a school site that are in conjunction with the school use.
- G. Events held exclusively on religious institution or facility site and that are in conjunction with that religious institution or facility use.
- H. Garage and yard sales held on private property.
- I. Outdoor promotional events and seasonal sales related to an existing business with temporary outdoor display and sales of merchandise and seasonal sales in conjunction with an established commercial business that holds a valid business license and is in compliance with the development standards of this title.
- J. Storage containers not in conjunction with an approved construction project when located on in a residential zone district for periods less than seventy-two (72) hours when located in nonresidential zone district for periods less than forty-five (45) days.
- K. **Sidewalk vendors in accordance with Chapter 5.64.**

17.76.030 Temporary use permit required.

The following temporary activities and uses may be allowed, subject to the issuance of a temporary use permit prior in accordance with this chapter and Chapter [17.70](#):

- A. Any use listed in Table [17.08.020](#) or Table [17.08.030](#) that is identified as a temporary use.
- B. Construction yards, storage sheds, and construction offices (off-site) in conjunction with an approved construction project, where the yard is located on a site different from the site of the approved construction project.
- C. Entertainment and assembly events, including carnivals, circuses, concerts, fairs, festivals, food events, fundraisers, haunted houses, outdoor entertainment/sporting events, and similar events designed to attract large crowds and when not otherwise part of or consistent with a permitted use (e.g., race at a raceway).

- D. Farmers markets.
- E. Temporary sales, including swap meets, flea markets, rummage sales, and similar events in locations not specifically designed for such events.
- F. Seasonal sales occurring outdoors when not related to an existing business.
- G. Temporary sales offices.
- H. Temporary land uses on unimproved or partially improved sites in a zoning district that allows that land use on a permanent basis.
- I. Temporary community food banks.
- J. **Mobile vending vehicle in accordance with Chapter 5.64. One or more mobile vending vehicles may utilize a designated location. All mobile vending vehicles shall be subject to a separate vendor's permit.**
- K. Other temporary activities that the Community Development Director determines are similar in nature and intensity to those identified above.

17.76.040 Development standards.

Standards for height, off street parking spaces, setbacks, and other structure and property development standards that apply to the category of use or the zoning district of the subject parcel shall apply to all temporary activities. The Community Development Director may waive requirements for long-term improvements that exceed the duration of the temporary use, including, but not limited to, landscaping and paving of parking lots.

17.76.050 Temporary improvements on a site.

- A. Improvement to property at a level less than what is required by this title may be allowed to support temporary operations on the property yet still ensure public health, safety, and general welfare. This allowance shall not be used to circumvent or deviate from the requirements for public improvements required at the time of subdivision of property.
- B. The allowance described in subsection A shall be conducted through the temporary use permit process. The permit shall clearly identify what improvements are to be completed and what requirements are being waived for a limited period of time, as well as the time period for which the permit is valid. A temporary use permit allowing improvements less than required shall only be approved if the improvements to be completed are those minimally necessary to ensure public health, safety, and welfare.

- C. At the conclusion of the period authorized by the temporary use permit, either the property shall be brought into compliance with the requirements of this title or use of the property shall cease.

17.76.060 Findings.

The reviewing authority shall make all of the following findings to approve or conditionally approve a temporary use permit:

1. The use is a temporary use and will be limited to the specific duration of time that is identified in the temporary use permit.
2. The temporary use will not be detrimental to the health, safety, or general welfare of persons, property, or improvements in the vicinity of the proposed use, or to the general welfare of the City.
3. The temporary use will not function or be located in a manner that restricts access to required parking areas.
4. Approved measures for the removal of the use and site restoration have been required to ensure that no changes to the site would limit the range of possible future land uses otherwise allowed by this title.
5. The approval includes provisions to ensure that each site occupied by a temporary use shall be cleaned of debris, litter, or any other evidence of the temporary use upon completion or removal of the use.
6. The use is consistent with the General Plan, applicable specific plans, and the provisions of this title.

17.76.070 Conditions.

The Community Development Director may place conditions on the temporary use permit, including, but not limited to, buffers, hours of operation, maintenance, lighting, improvements, parking, performance guarantees, property maintenance, signs, surfacing, time limits, and traffic circulation. Conditions must be deemed reasonable and necessary to protect the health, safety, or general welfare.

CHAPTER 17.96 DEFINITION OF LAND USES

17.96.020 Land use definitions.

“Mobile food vendor” or “food truck” means and refers to the sale, display, solicitation or offer for sale, barter, exchange, gift or otherwise of food or beverages from any vending vehicle or non-motorized cart on a public street or highway or private property. (See additional regulations in Chapter 5.64 of the Municipal Code) (A13)

Notice of Exemption 2020-35

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: Zone Text Amendment 2020-02 Food Vendor Ordinance

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

Description of Nature, Purpose and Beneficiaries of Project: Zone Text Amendment No. 2020-02, A request by the City of Hanford to: - Amend Title 5, adding Chapter 5.64, establishing operating conditions for mobile food vendors; Amend Title 10, Section 10.14.140 conditions for use of public right-of-way by peddlers and vendors was amended to reference the requirements of Section 5.64; Amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding Mobile Vendors as a temporary use in all commercial zones; Amend Title 17, Section 17.76 to allow mobile vendors as a temporary use; and Amend Title 17, Section 17.96 to amend the definition of mobile food vendor and food trucks;

Name of Public Agency Approving Project: City of Hanford

Name of Person or Agency Carrying Out Project: City of Hanford

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: 15061(b)(3) General Rule

Reasons why project is exempt:

The proposed ordinance is exempt under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The proposed project is a text amendment that is not associated with a physical development; therefore, there are no physical impacts that will result from the project.

Lead Agency

Contact Person: Gabrielle Myers

Area Code/ Telephone: (559) 585-2578

Signature: _____ Date: October 6, 2020

Title: Senior Planner

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

Attachment 2 - Notice of Exemption (CD: Zone Text Amendment No. 2020-02 Mobile Vendor Ordinance)



AGENDA STAFF REPORT

MEETING DATE: 10/6/2020	AGENDA SECTION: A
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SUBJECT:

Fire Department: Approval of the updated Automatic Aid Agreement between the Hanford Fire Department and Kings County Fire Department and Authorization for the Mayor to the execute the agreement on behalf of the City

RECOMMENDATION:

That the City Council, by motion, Approve the updated Automatic Aid Agreement between the Hanford Fire Department and Kings County Fire Department and Authorize the Mayor to the execute the agreement on behalf of the City.

BACKGROUND:

Prior to 2015 the City of Hanford did not participate in automatic aid agreements for fire protection with outside agencies. In 2015, Council recognized the need to better serve your community through the development of an automatic aid agreement with Kings County. The goal of these agreements are to increase response capabilities for both agencies in the general area. At the time the initial agreement was signed, the City had two (2) fire stations and lines were drawn based on equipment available from those stations. The agreement was very specific on the response type and locations which created limitations when staffing, equipment, or responses affected those areas. Events that affected the agreement could be as simple as a specific piece of apparatus being on a call or out of service for a mechanical issue. With the opening of Station 3 and the addition of the new ladder truck, much of the original agreement became obsolete.

For a city approaching, and possibly exceeding, 60,000 residents, the Department would like to see a coverage level of one fire station per 10,000 to 12,000 residents. This is based on the National Fire Protection Association (NFPA), International Association of Fire Chiefs (IAFC), the National Institute of Standards and Technology (NIST), and the Insurance Services Office (ISO) recommendations to provide fire protection services. While recommended, it is currently not possible to meet this goal. The purpose of automatic aid agreements is to augment services, while controlling costs, where it is mutually advantageous for agencies to share resources across

geographical boundaries.

Automatic aid agreements allow for the closest, most appropriate resource to be sent to an incident without having to navigate approval channels. This agreement cleans up previous limitations with verbiage, apparatus, and station locations. It is expected that call volumes will remain similar with the shifting of emergency responsibilities on the south and east sides of the city. City Station 2 and County Station 4 will swap approximately 250 incidents per year. Significant reductions in response times and risk from driving code 3 is anticipated in both areas with the implementation of this agreement.

FISCAL IMPACT:

None

ATTACHMENTS:

2020-23-688 - Auto Aid agmt with Hanford

Exhibit B - 2020-23-668

Exhibit A 2020-23-668

HANFORD CITY FIRE DEPARTMENT
AND KINGS COUNTY
AGREEMENT FOR
AUTOMATIC AND MUTUAL AID
FIRE PROTECTION SERVICES

THIS AGREEMENT (Agreement) is made and entered into on the ____ day of _____ 2020, by and between Kings County, a Political Subdivision of the State of California hereinafter called "County" and the City of Hanford, a municipal corporation, hereinafter called "City." The County and City are hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITALS

WHEREAS, the Parties have the power to provide Fire Protection Services and desire to enter into a contract to provide such services consistent with the authority granted under California Government Code Section 55632 and California Health & Safety Code Sections 13050 and 13861 through 13863; and

WHEREAS, it is to the mutual advantage of the County and the City to provide each other with, and coordinate in advance, the help and aid of their respective fire companies in the event of fires, rescues, medical, and other emergencies; and

WHEREAS, the Parties desire to maximize the delivery of Fire Protection Services in their respective jurisdictions by responding with the closest units without duplication of services, as necessary to protect life or property; and

WHEREAS, an Agreement to provide Automatic and Mutual Aid is beneficial to the public, the City and the County; and

WHEREAS, the Parties agree this Agreement shall not affect, change, and/or alter any other contractual agreements not related to Automatic Aid or Mutual Aid that may be in effect now or in the future.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. DEFINITIONS.

Unless the particular provision or context otherwise requires or specifies, the definitions contained in this section shall govern the construction, meaning, and application of words used in this Agreement.

- a) "Nearest Available Fire Unit" shall mean the available fire apparatus of the appropriate type closest in dispatch and response time to the scene of the incident.
- b) "Requesting Party" shall mean the jurisdictional agency requesting Automatic Aid from the non-jurisdictional agency.

- c) "Responding Party" shall mean any Party to this Agreement that receives a request for Fire Protection Services within the jurisdiction of the Requesting Party.
- d) "Automatic Aid" shall mean the immediate dispatch of a fire unit within the jurisdiction of the Requesting Party under pre-determined terms and conditions.
- e) "Emergency Medical Service" shall mean basic life support service, not including paramedic service.
- f) "Emergency Response" shall mean immediate response and use of red lights and siren by responding units.
- g) "Fire Protection Services" shall mean firefighting capacity to contain, control, and extinguish fires, the mitigation of fire-related hazards, and emergency medical services.
- h) "Incident Commander" shall mean the person in overall command at the incident as defined in the National Incident Management System, California Vehicle Code Sections 2453 and 2454, or by such other agreement as provided by law.
- i) "Mutual Aid" shall mean a request of resources based on the needs determined by the managers of the incident and subject to authorization by the Responding Party for each request.
- j) "Agreement Area" shall be the territorial areas of County and City as depicted in Exhibits A and B, respectively.

SECTION 2. FURNISHING OF FIRE PROTECTION SERVICES.

Both parties shall continuously strive to minimize unnecessary response delays to ensure the integrity of the Nearest Available Fire Unit deployment strategy is achieved and maintained. The Party with the Nearest Available Fire Unit shall furnish Fire Protection Services within the jurisdiction of the Party requesting such service pursuant to the following provisions:

- The specific details of providing the services under the terms as specified in this Agreement shall be determined by the respective Fire Chiefs of the Parties. It is understood that all plans which deal with Fire Protection Services shall adhere as closely as practical to the Nearest Available Fire Unit concept which forms the basis for this Agreement.
- The territories covered by this Agreement are Kings County and the City of Hanford. The Agreement Area is depicted in Exhibits A and B, respectively, which is attached hereto and incorporated herein by reference.
- The Responding Party shall respond with the unit(s) requested, provided such unit(s) is/are the Nearest Available Fire Unit. This Agreement is limited to fire resources assigned or otherwise located within the Agreement Area.
- The Responding Party is not obligated to furnish any Fire Protection Services if apparatus, equipment, personnel, or any combination thereof is

not available as determined by the Fire Chief or his or her designated representative.

- Both Parties agree to release the other Party's resources at the earliest opportunity from any incident to which they respond.
- City Obligations to the County. Except as otherwise set forth herein, the City agrees to provide the following to the County:
 - (1) The City will respond with up to two fire unit(s) as Automatic Aid to all emergency incidents (Medical and Fire Responses) within the County upon request. One of these fire units may be used for station coverage behind emergency activity when warranted. The responding fire unit(s) will include a minimum of two career staffed personnel. This service is provided at no cost to the County.
 - (2) The City will, if requested, provide one fire unit for county coverage behind emergency activity when warranted.
 - (3) Any requests for assistance outside of the established Agreement Area or not identified herein, will be considered a Mutual Aid request and each request will be subject to authorization by the Responding Party, and will be based on availability rather than by the Nearest Available Fire Unit.
 - (4) The City retains the right to claim such additional reimbursement as may be authorized by applicable law.
- County's Obligations to the City. The County agrees to provide the following to the City:
 - (1) Upon request, the County will respond with up to two fire unit(s) as Automatic Aid to emergency incidents (Medical and Fire Responses) within the City as set forth in the Agreement Area. The responding fire unit(s) will include a minimum staffing level of two career staffed personnel. This service will be provided at no cost to the City.
 - (2) The County will, if requested, provide one fire unit for City coverage behind emergency activity when warranted.
 - (3) Any requests for assistance outside of the Agreement Area or not identified herein, will be considered a Mutual Aid request, and each request will be subject to authorization by the Responding Party and will be based on availability rather than the Nearest Available Fire Unit.
 - (4) The County retains the right to claim such additional reimbursement as may be authorized by applicable law.
- Fire units responding to Automatic Aid requests will utilize the radio frequencies assigned by the requester's dispatch center.

- The first unit to arrive at the scene of the incident shall initiate appropriate action. The officer-in-charge of the first unit to arrive shall report to the requesting party all pertinent information about the conditions encountered at the scene of the incident.
- The first arriving officer will be the incident commander (IC) until relieved by an officer of the agency with jurisdictional responsibility or authority. All apparatus at the scene of an emergency will be under the command of the IC on scene. The first arriving chief officer, regardless of jurisdiction, may assume command until relieved by a chief officer of the agency having jurisdictional responsibility. Every effort will be made to operate as a single attack force rather than as separate agencies.
- If an IC requires additional resources to augment the emergency response, he/she shall order them through the agency with jurisdictional authority for the incident.
- The Incident Command System (ICS) shall be used on every incident.

SECTION 3. OTHER RESPONSIBILITIES AND OBLIGATIONS OF THE COUNTY AND THE CITY.

The County and the City agree to the following additional responsibilities and obligations:

- a) Mutual Training. Conduct mutual trainings to ensure employees are familiar with protocols and equipment utilized by the other Party.
- b) Common Radio Communications. Work cooperatively to develop and maintain common radio communication protocols to ensure adequate communication exists while jointly responding to emergency incidents. In addition, work cooperatively and actively to deploy dispatching methods and Automatic Vehicle Location (AVL) tracking capabilities to improve response times, reduce unnecessary delays, and provide for accountability.
- c) Notifications. When advised of an emergency incident within the other's jurisdiction, to make immediate notification of the incident to the jurisdictional agency.
- d) Protective Equipment, Tools and Equipment. Ensure that all personnel respond in and use properly maintained and serviced Personal Protective Equipment (PPE), firefighting, rescue tools and equipment, specified by the sending Party's policies and consistent with State and Federal Mandates.
- e) Training Mandates. All personnel of either Party responding in the other Party's jurisdiction will be trained and qualified consistent with State Training and Safety Mandates, including, but not limited to, those formulated by the California Division of Occupational Safety and Health, as well as other training including, but not limited to, Fire Apparatus Driver/Operator Professional Qualifications, Hazardous Materials First Responder Operations, First Responder Medical, CPR, and Confined Space Rescue Awareness. All personnel of either Party responding in the other Party's jurisdiction shall be trained and qualified consistent with any applicable Federal Training and Safety Mandates. Personnel responding in the other Party's jurisdiction for technical rescue, e.g., personnel responding to vehicle

accident with confined space victim will meet or exceed State or Federal Mandated requirements for training and qualification for such rescues.

- f) Workers' Compensation. Each Party shall provide and maintain statutory California Workers' Compensation Coverage and employer's Liability Coverage, for not less than the statutorily required amount per occurrence for all its own employees engaged in providing fire suppression and emergency services assistance under this Agreement.

SECTION 4. DISPATCH CENTER RESPONSIBILITIES

Each agency's Dispatch Center will be required to notify the assisting agency's Dispatch Center of the needed aid using the Common Radio Communications protocols established by the parties. This notification will be completed by use of the established electronic notification method or by telephone if the electronic means is not available. For purposes of this Agreement, all incidents within the automatic aid area require an immediate notification by the respective dispatch center to the assisting dispatch center.

SECTION 5. RESPONSIBILITY FOR FIRE INVESTIGATIONS

Fire investigations shall be the responsibility of the agency with jurisdictional authority over the incident.

SECTION 6. PRIVILEGES AND IMMUNITIES.

The provisions of this Agreement are intended to comply with the provisions of Article 2, Chapter 2, Part 1, Division 12, of the Health and Safety Code of the State of California, and Article 2, Chapter 4, Part 2, Division 2, Title 5, of the Government Code of the State of California, providing for privileges and immunities from liabilities, exemption from losses, and rules applicable to personnel furnishing Fire Protection Services outside the jurisdiction of the Responding Party and within the jurisdiction of the Requesting Party.

SECTION 7. LIABILITY AND INDEMNIFICATION.

- a) Each Party agrees to indemnify, defend, and hold harmless the other and its officers, elected and appointed officials, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including attorney fees, caused in whole or in part by the negligence or intentional misconduct or omission of the indemnifying Party or any of its officers, elected or appointed officials, employees, volunteers, or Paid-Call-Firefighters. Each party will provide the other with a Certificate of Insurance or proof of self-insurance with liability coverage shown in an amount of not less than \$1,000,000.
- b) Each Party shall be responsible for any damage to its equipment or injury to its personnel that occurs during performance under this Agreement, except to the extent such damage or injury is caused by the negligent act of or willful misconduct or omission of the other Party or the other Party's elected or appointed officers, employees, volunteers, and Paid-Call-Firefighters or agents.

SECTION 8. AGENCY.

It is the intent of the Parties hereto, and part of the consideration supporting this Agreement, that each Party shall bear all risks and obligations for its own personnel (including but not limited to State and Federal Training Mandates as required for California firefighters, pension, relief, disability, worker's compensation, and other benefits) as well as injury or damage to third parties that may arise while responding to the requesting Party's incident in the same manner and to the same extent as if occurring within responding Party's jurisdiction, subject only to Section 3 herein.

SECTION 9. THIRD PARTIES.

Unless otherwise set forth herein, this Agreement shall not be construed as or deemed an agreement for benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

SECTION 10. ASSIGNMENT.

This Agreement shall be binding on the successors and assigns of the Parties hereto, except that no Party shall assign this Agreement without the prior written consent of the other Party.

SECTION 11. ADMINISTRATION OF AGREEMENT.

This Agreement shall be administered through the mutual agreement of the Parties acting by and through their respective Fire Chiefs or authorized designees.

SECTION 12. TERM, MODIFICATION AND TERMINATION OF AGREEMENT.

- a) This Agreement shall be effective as of the day and year hereinabove written and shall remain in effect and continue unless terminated by either party by giving sixty (60) day written notice of its intention to terminate.
- b) This Agreement may only be modified in writing by mutual consent of the Parties.

SECTION 13. GOVERNING LAW

The interpretation and performance of this Agreement shall be governed by the laws of the United States and the State of California.

SECTION 14. ENTIRE AGREEMENT

This document, including the attached Exhibits A and B, which are incorporated herein as if set forth in full, sets forth the entire agreement of the Parties with respect to automatic and mutual aid and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to automatic aid. No alteration or variation of this Agreement shall be valid or binding unless contained in an amendment in accordance with Section 12.

IN WITNESS WHEREOF, the County and the City, through their duly authorized representatives, hereby execute this Agreement with the intent that it is effective as of the date first written above,

and certify that they have read, understand, and voluntarily agree to the terms and conditions of this Agreement.

COUNTY OF KINGS

APPROVED AS TO FORM:

By: Doug Verboon, Chairman
Kings County Board of Supervisors

By: Carrie R. Woolley
Assistant County Counsel

Date: _____

Date: _____

ATTEST:

By _____
Catherine Venturella, Clerk
of the Kings County Board of Supervisors

By _____
William Lynch, Fire Chief

Date: _____

Date: _____

CITY OF HANFORD:

By _____
John Draxler, Mayor

By _____
Steve Pendergrass, Fire Chief

Date: _____

Date: _____

APPROVED AS TO FORM:
CITY LEGAL COUNSEL

By _____
Ty Mizote

Date: _____

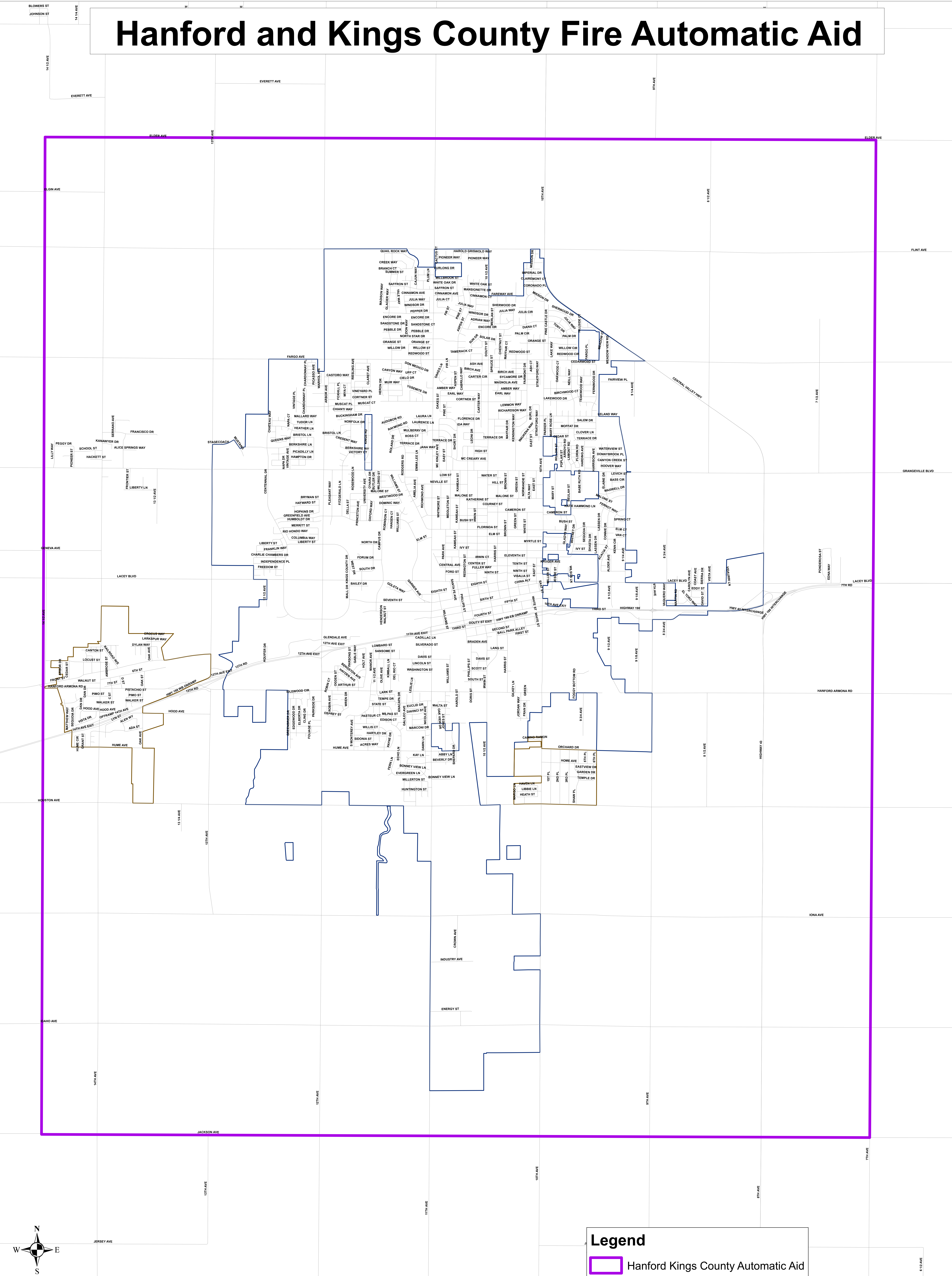
Exhibit B

Hanford/ Kings County Automatic Aid Agreement

1. Agreement Boundary – As outlined in Exhibit “A” of this agreement, a defined boundary has been agreed upon by both agencies. This boundary encompasses the area within 14 ½ Avenue on the west, Jackson Avenue on the south, Seventh Avenue on the east, and Elder Avenue on the north.
2. Resource Commitment – Each agency will respond automatically with the resources as defined within this exhibit and to the extent of availability. If the defined resources are not immediately available, each agency will do so as soon as they become available. Each agency will commit appropriate resources until they can be released from the incident at the earliest convenience. Automatic aid resources shall be released first from the incident.
3. Typical Resources – each agency maintains appropriate fire suppression apparatus capable of delivering a minimum of 1250 gallons per minute to aid in the extinguishment of structural fires. These resources will be typical type utilized to meet the terms of this agreement. However, if specific types of apparatus are required, agency command personnel may request a change in the normal responding apparatus.
4. Resource Response – Listed below are the defined areas and resources that will require an automatic response if a structural type fire incident occurs:
 - a. If the incident occurs within Kings County’s jurisdiction the closest engine or truck, up to two apparatus, will be dispatched from the City of Hanford.
 - b. If the incident occurs within the City of Hanford’s jurisdiction the closest engine or truck, up to two apparatus, will be dispatched from the County of Kings.
 - c. All volunteer companies for each agency or respective station(s) will be alerted for all structure fire incidents.
5. Dispatch Center Responsibility – Each agency Dispatch Center will be required to notify the assisting agencies Dispatch Center of the needed aid. This notification will be completed by use of the established electronic notification method or by telephone if the electronic means is not available. For the purpose of this agreement, all incidents within the boundary require an immediate notification by the respective Dispatch Center to the assisting Dispatch Center.
6. Radio Communications – Each assisting agency will respond utilizing the jurisdiction of needs primary radio channel. Prior to initiating communications on the jurisdiction of needs channel, all resources shall notify their home agency of their response to the incident and that they are switching channels.

7. Incident Command – All responding resources will be under the command of the jurisdictional agency during the incident. If command of an incident is initiated by the assisting agency, transfer of command will take place as soon as practical or safe.
8. Changes In Response Resources – As additions to available resources occur; each agency shall maintain the ability to make adjustments to the responding resources. This change typically will be initiated by addition or increase in capability, change in location, of numbers of resources available. In this case, both agencies shall meet to establish the required change or addition of committed resources.

Hanford and Kings County Fire Automatic Aid



Legend

Hanford Kings County Automatic Aid



AGENDA STAFF REPORT

MEETING DATE: 10/6/2020

AGENDA SECTION: B

SUBJECT:

Public Works: Approval of a professional services agreement with the firm of Akel Engineering Group, Inc., of Fresno, Ca., for preparation of the 2020 Urban Water Management Plan in an amount not to exceed \$33,772.00; and appropriate \$33,772.00 from the Water Capital Reserve Fund to fully fund the project.

RECOMMENDATION:

That the City Council, by motion,

1. Approve a professional services agreement with the firm of Akel Engineering Group, Inc., of Fresno, Ca., for preparation of the 2020 Urban Water Management Plan in an amount not to exceed \$33,772.00;
2. Appropriate \$33,772.00 from the Water Capital Reserve Fund to fully fund the project.

BACKGROUND:

California municipalities are required under state law to prepare and adopt an Urban Water Management Plan ("UWMP") and to update it every five years, in compliance with the Urban Water Management Act. The UWMP is a planning document for the purpose of maintaining efficient use of urban water supplies, promoting conservation programs and policies, ensuring that sufficient water supplies are available for beneficial use and providing a mechanism for response during water drought conditions. The plan is a required document for implementation of the city's general plan and to qualify for state water management grants and loans.

The 2015 UWMP was completed and submitted to the Department of Water Resources (DWR) in July 2016. The next cycle of the plan updates (2020 UWMP) are due to DWR on July 1, 2021.

As this is a professional services agreement, State Law requires that Qualifications Based Selection ("QBS") be utilized for the selection process. Staff feels that the firm of Akel

Engineering Group, Inc., is the most qualified firm to complete all tasks necessary to prepare our 2020 UWMP (see attached agreement).

In support of this determination, Akel Engineering Group, Inc., is a firm licensed in the State of California and the firm's principal, Tony Akel, was the engineer in charge of updating our 2000 and 2005 UWMP while working for Carollo Engineers. Akel Engineering also completed the 2015 UWMP and the 2017 Water Master Plan for the City of Hanford. In addition, considering the time necessary to provide a different firm with the background information and the data to complete this task, staff feels that utilizing Akel Engineering Group, Inc., will provide a benefit to the City of less staff time and less cost to perform the necessary professional services.

In accordance with Section 4525 and 4529 of the Government Code, fees were negotiated.

FISCAL IMPACT:

The FY 20-21 Water Capital Improvement Budget did not provide funding for this project. As a result, an additional appropriation of \$33,772.00 is required from the Water Capital Reserve Fund to provide funding for the consultant services. The unencumbered fund balance in the Water Capital Reserve is shown below:

July 1, 2019 Fund Balance	\$7,038,219
Encumbrances (CIP Projects)	\$3,026,024
Unencumbered Fund Balance	\$4,012,195

ATTACHMENTS:

Proposal - 2020-UWMP-091020

September 10, 2020

City of Hanford
315 North Douty Street
Hanford California, 93230

Attention: Mr. John Doyel, P.E.
Director of Utilities and Engineering

Subject: Proposal for Engineering Services to prepare the City of Hanford 2020 Urban Water Management Plan

Dear John:

We are pleased to submit this letter proposal to provide Engineering Services to the City of Hanford for preparing the 2020 Urban Water Management Plan (2020 UWMP). This letter proposal includes the Scope of Work, Schedule and Fee Estimate to complete the project.

BACKGROUND AND PURPOSE

California municipalities are required under state law to prepare and adopt an Urban Water Management Plan (UWMP) and to update it every five years, in compliance with the Urban Water Management Planning Act (Act).

The 2015 Urban Water Management Plan was completed and submitted the Department of Water Resources (DWR) in August 2016. DWR reviewed the 2015 UWMP and issued a letter stating the City of Hanford's 2015 UWMP is complete on October 9, 2017.

The next cycle of plans (2020) are due to DWR on July 1, 2021. DWR is also planning the release of the 2020 UWMP Guidebook (Guidebook), in the fall of 2020. The DWR Review Sheet contains worksheets that should also be completed as part of the 2020 UWMP.

This project includes the following tasks:

- Update the 2015 UWMP to follow the new guidelines, as documented in DWR's 2020 UWMP Guidebook
- Update demand projections for the next 25 years
- Update supply availability based on the updated assumptions of the Tulare Lake Groundwater Sustainability Plan
- Complete data reporting requirements (DWR Review Sheet)
- Review the final water use targets established by Senate Bill 7x7 (SB 7x7), which was passed in November 2009, to determine if the City is meeting the objectives it established as part of the 2010 UWMP
- Assist the City in Public meetings
- Prepare an Administrative Draft by March 2021.

- Complete Public Review Period by May 2021
- Submit Completed UWMP to DWR before July 1, 2021

RELEVANT REPORTS

The following documents are relevant to this project:

- [City of Hanford 2015 Urban Water Management Plan \(2015 UWMP\), August 2016.](#) DWR issued a letter indicating the City of Hanford 2015 UWMP was complete.
- [City of Hanford 2014 Water System Master Plan \(2014 WSMP\).](#) This plan is the basis for the development and distribution of water demands. Population projections in the City's 2020 UWMP will be consistent with the Water System Master Plan.
- [City of Hanford General Plan, March 2014.](#) This plan was the basis for the preparation of the 2014 Water System Master Plan.
- [Tulare Lake Subbasin Groundwater Sustainability Plan, January 2020.](#) This report was developed pursuant to the 2014 Sustainable Groundwater Management Act and is intended to bring the Tulare Lake Subbasin into groundwater sustainability by 2040.

SCOPE OF WORK

Task 1. Project Meetings and Management

Consultant shall maintain effective communication and participate in periodic coordination meetings throughout the duration of the project. This task assumes up to 4 project face to face meetings and as needed teleconference and coordination meetings.

Deliverables:

- *Meeting agenda and minutes*
- *Progress reports and invoices*

Task 2. Data Collection and Review

Consultant shall review the relevant reports listed in this proposal, as well as other more recent relevant documents, and identify the data needs. A Data Needs matrix will be developed and submitted to City staff. When DWR releases the 2020 UWMP Guidebook in the fall of 2020, the Consultant shall update the table and submit to staff.

Consultant will conduct a kickoff meeting at the City for initiating the project. The objective of the meeting is to inform the team members of the project schedule and data collection needs. The data needs include:

- Updated information for the Demand Management Measures
- Updated population projections
- Updated Land Use Map

- Historical water production for the years 2016 - 2020
- Water Consumption by land use category for the years 2016 - 2020
- List and details of planned known projects
- Other required information, pending release by DWR of UWMP Guidebook in late 2020.

Deliverables:

- *Initial Data Needs Table*
- *Revised Data needs Table (Following release of UWMP Guidebook)*

Task 3. Water Demand Analysis

Consultant shall update demand projections based on the most recent land use and population projections, as available from the City's planning department. This analysis will also consider and include the City's 2014 Water System Master Plan.

In order to fulfill SB 7x7, Consultant shall evaluate the baseline water use in gallons per minute, and compare the City's current water production records to the urban water use targets established in the 2010 UWMP, and reaffirmed in the 2015 UWMP. This plan will also include water demand analysis documenting preliminary recommendations for meeting the requirements of SB606 and AB1668, pending guidance included in the UWMP Guidebook.

Demand projections shall cover a 25-year period, commencing in 2020 and ending in 2045.

Deliverables:

- *Domestic Water Demand Analysis Table*

Task 4. Water Supply Analysis

Consultant shall describe the City's water supply system and constraints, identify operational procedures, and present information on current water production capacities.

The amount of groundwater availability and recycled water supplies will be based on existing reports.

This task also includes a 25-year Demand and Supply Comparison, in 5-year increments, through the UWMP project horizon year of 2045. Normal years, single dry years, and multiple dry years will be considered.

Deliverables:

- *Water Supply Summary*
- *Demand vs. Supply Comparison Table*

Task 5. Demand Management Measures (DMMs)

Consultant shall review and update the status of DMMs, as documented in the 2015 UWMP. These programs include, but are not limited to, water survey, residential plumbing retrofits, system water audits, metering with commodity rates, large landscape conservation programs, high-efficiency washing machine rebate programs, public information programs, school education programs, wholesale agency programs, water waste prohibitions, and residential ultra-low-flush toilet replacement programs.

This task will also address SB7x7 requirement as follows:

- The goal of the bill is to reduce California's per capita water use, in gallon per capita per day (gpcd), by 20% by December 31, 2020
- The interim goal was to reduce California's per capita water use by 10% by December 31, 2015.

The final per capita water use target will be evaluated as part of the 2020 UWMP.

Deliverables:

- *Summary of DMMs*
- *Per Capita Water Use (Interim and Final Targets)*

Task 6. Water Shortage Contingency Plan

The 2015 UWMP included a discussion on the water shortage contingency plan that described the actions in the event of a shortage, as well as water waste prohibitions. The 2015 UWMP includes discussions on the following:

- Water shortage stages and reduction objectives
- Prohibitions, consumption reduction methods, and penalties
- Actions during a catastrophic interruption
- Reduction measuring mechanism
- Water Shortage Contingency Ordinance/Resolution

Consultant shall review and update the water shortage contingency plan and submit to City staff for approval. This task also includes updating Water Shortage Contingency Plan in accordance with legislation passed since 2015.

Deliverables:

- *Water Shortage Contingency Plan*

Task 7. Prepare UWMP Report (Administrative Draft, Final Draft, Final)

Consultant shall prepare an Administrative Draft of the 2020 UWMP and submit to the City for review and to DWR for a completeness review. Review comments will be incorporated in the Final Draft 2020 UWMP. Consultant shall coordinate with city staff for submitting the Final report to DWR no later than July 1, 2021.

Deliverables:

- *DWR Review Sheet*
- *1 pdf version 2020 UWMP Administrative Draft for City*
- *7 hard copies and 1 pdf version 2020 UWMP Final Draft for public review*
- *10 hard copies and 1 pdf version 2020 UWMP Final for Council Adoption and an electronic submittal to DWR*

Task 8. Public Participation and Review

The City's public participation program may include both active and passive means of obtaining input from the community, including mailings, public meetings, and web based communication.

Consultant shall present the UWMP information at a City Council meeting. The consultant shall prepare any necessary handouts or exhibits.

Two successive weeks prior to adoption of the final document, City staff shall post a notice of the public hearing of the UWMP and publish it in the local newspaper. The notice shall notify interested parties that a draft UWMP was available at various City facilities and on the City's web page.

Deliverables:

- *Public presentation of UWMP*

SCHEDULE

The 2020 UWMP shall be completed and submitted to DWR before July 1, 2021. A detailed schedule is provided as an Attachment to this proposal and meets this deadline and the City's objectives.

FEE ESTIMATE

A not to exceed fee of thirty-three thousand and seven hundred seventy two dollars (\$33,772) is hereby established for the Consultant's services, unless amended by the scope of work. The City shall pay in accordance with the attached Fee Schedule.

Should you need additional information, or have questions regarding this proposal, please do not hesitate to call me. I look forward to hearing from you.

Mr. John Doyel, P.E.
City of Hanford, Director of Utilities and Engineering
2020 UWMP

September 10, 2020
Page 6

Sincerely,

AKEL ENGINEERING GROUP, INC.

Tony Akel, P.E.
Principal

TAA
Enclosures: Fee Estimate
Schedule

City of Hanford
2020 Urban Water Management Plan
Fee Estimate
(September 10, 2020)

Task No.	Task Description	Hours						Costs			
		Principal Engineer	Senior Engineer	Associate Engineer	Assistant Engineer	Engineering Assistant	GIS Technician	Secretarial	Labor Costs	Other	Total Cost
		\$200	\$181	\$162	\$122	\$110	\$110	\$82			
Task 1	Project Meetings and Coordination	12	10					4	\$4,538		\$4,538
Task 2	Water Demand Analysis and Water Targets	1	2	4	8	4			\$2,626		\$2,626
Task 3	Water Supply Analysis and Groundwater Conditions	1	2	6	8	2			\$2,730		\$2,730
Task 4	Demand Management Measures (DMMs)	1	2	6	2	2			\$1,998		\$1,998
Task 5	Water Shortage Contingency Plan	2	6	12	4				\$3,918		\$3,918
Task 6	Prepare UWMP Report										
	6.1 Prepare UWMP (Administrative Draft, Final Draft, Final)	4	8	12	8		16	8	\$7,584		\$7,584
	6.2 Report Reproductions (7 Copies Draft, 10 Copies Final)	1	2					12	\$1,546	\$3,400	\$4,946
Task 7	Public Participation and Review	12	12				6		\$5,232	\$200	\$5,432
Totals (Including Hard Copies)		34	44	40	30	8	22	24	\$30,172	\$3,600	\$33,772

City of Hanford
2020 Urban Water Management Plan
Project Schedule

(September 10, 2020)

Task No.	Task Description	Deliverables												
			2020					2021						
			Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
1	Project Meetings and Coordination													
1.1	Project Management and Coordination													
1.2	Project Meetings													
2	Water Demand Analysis and Wate Targets													
2.1	Update water demand projections based on recent land use													
2.2	Confirm SBX 7-7 2020 water use Target.	2020 Target												
3	Water Supply Analysis and Groundwater Conditions													
3.1	Describe water supply constraints and current production capacity													
3.2	Determine the groundwater availability and discuss future recycled water supply													
3.3	Develop 25-year Demand and Supply Comparison	Supply Demand Comparison												
4	Demand Management Measures (DMMs)													
4.1	Document DMMs and BMPs and indicate updates.	DMMs												
5	Water Shortage Contingency Plan													
5.1	Review and update Water Shortage Contingency Plan.													
6	Prepare Draft and Final Reports													
6.1	Prepare Report Outline	Report Outline												
6.2	Prepare 2020 UWMP (Draft)													
7	Public Participation and Review													
7.1	Notification and Coordinate with Stakeholders.	Notification												
7.2	Release 2020 Administrative Draft UWMP (PDF) to City	Internal Draft Report												
7.3	Release 2020 Draft UWMP (PDF) to Stakeholders for Review	Draft Report												
7.4	Submit ad notification to Hanford area newspapers for publication for Task 7.8 & 7.9	Final Draft Report												
7.5	Release 2020 Draft UWMP for Public Review (Hard Copy and Post Online)	Final Draft Report												
7.6	Notification No. 1 in Newspaper Regarding Public Hearing at Council	Notification 1												
7.7	Notification No. 2 in Newspaper Regarding Public Hearing at Council	Notification 2												
7.8	City Council Hearing to Discuss 2020 Draft UWMP Release	Final Report												
7.9	City Council Hearing to Adopt 2020 UWMP	Final Report												
7.10	Submit Adopted 2020 UWMP to DWR for Completeness Review	Final Report												
7.11	Submit Hard Copy to Stakeholders and State Library	Final Report												

AKEL
ENGINEERING GROUP, INC.



**AGENDA
STAFF REPORT**

MEETING DATE: 10/6/2020	AGENDA SECTION: A
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SUBJECT:

Council Future Agenda Items

FISCAL IMPACT:

ATTACHMENTS:

Council Future Agenda Items

Council Future Agenda Items

Originated Date	Item	Originator	Staff Lead	Date Estimate
6/5/18	Comprehensive Study of downtown businesses, including crosswalks. Study to change 7 th Street one-way going WEST and 6 th Street going EAST to increase angled parking.	Council Consensus	John Doyel	10/20/20
6/17/18	Develop a naming policy for facilities/parks/structures	Council Consensus	Brad Albert	P&R Comm - 10/12/20 Council 10/20/20
1/24/19	Develop a food truck ordinance	Council Consensus	Darlene Mata	Adoption 10/20/20
5/22/19	Abandoned shopping cart ordinance	Brieno	Parker Sever, Karl Anderson	11/3/20 Delayed for Public Outreach Meetings
6/18/20	Discussion of Courthouse improvements, funding sources, and potential revenue	Council Consensus	Various Staff	Special Mtg in Oct/Nov
9/3/20	Proposed Rates & Fees adjustments	City Manager	Various Staff	10/20/20
9/3/20	Revised Business License Ordinance	Finance	Various Staff	11/3/20
9/9/20	Revised Refuse Ordinance	Public Works	Jim Ross	2/9/21
10/02/20	Develop Hemp Ordinance	Council Consensus	Parker Sever	10/20/20

Attachment: Council Future Agenda Items (Council: Future Agenda Items)